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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

LYRICFIND, INC.,

Plaintiff,

v.

MUSIXMATCH S.P.A. and TPG
Global, LLC,

Defendants.

Case No. 3:25-cv-02265-JSC

**FIRST AMENDED
COMPLAINT**

JURY TRIAL DEMANDED

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1 Plaintiff LyricFind, Inc. (“LyricFind” or “Plaintiff”) brings this Complaint and
2 requests a jury trial against Defendants Musixmatch, S.p.A. (“Musixmatch”), and
3 TPG Global, LLC (“TPG”) (collectively, “Defendants”). LyricFind alleges, upon
4 personal knowledge as to events or actions taking place in its presence, and upon
5 information and belief as to all other events or actions, as follows:

6
7 **NATURE OF THE ACTION**

8 1. LyricFind and Musixmatch are competitors who provide music lyric
9 services to digital services providers (“DSPs”), like Spotify and YouTube Music,
10 which display music lyrics on their digital streaming platforms. LyricFind brings this
11 Complaint to redress the unlawful misconduct of Musixmatch, the dominant supplier
12 of lyric data fulfillment and administration services, and TPG, the private equity
13 group that owns, controls, and directs Musixmatch. Among other wrongdoing,
14 Musixmatch and TPG orchestrated an anticompetitive scheme with the music
15 publisher Warner Chappell Music, Inc. (“WCM”) to foreclose competition from
16 Musixmatch’s sole global competitor, LyricFind, as well as other smaller
17 competitors, and thus cement Musixmatch’s monopoly position.

18 2. To display lyrics on their platforms and services, DSPs need three
19 things: (i) a license conveying the rights to display the lyrics, (ii) a transcription of
20 the lyrics in the form of digital files, and (iii) the ability to administer royalty
21 payments to the holders of the lyric rights. The first component above constitutes
22 “Lyric Rights Licensing.” The latter two components constitute “Lyric Data
23 Services.” LyricFind and others compete with Musixmatch to provide both Lyric
24 Rights Licensing and Lyric Data Services to DSPs.

25 3. LyricFind has worked for years to erode Musixmatch’s monopoly over
26 Lyric Data Services by offering higher-quality lyric services to DSPs at lower prices.
27 As this competitive threat from LyricFind grew, TPG and Musixmatch embarked on
28 a multi-faceted “buy or bury” scheme to exclude LyricFind and other providers from

1 the market so it could continue charging unlawfully inflated prices without the risk
2 of losing business.

3 4. First, in 2023, TPG attempted to acquire LyricFind so that Musixmatch
4 would no longer have to compete with it. During acquisition negotiations, TPG and
5 Musixmatch gained access to LyricFind's confidential information and competitive
6 intelligence subject to a non-disclosure agreement. TPG viewed LyricFind as a
7 competitive threat to Musixmatch and sought to purchase LyricFind to suppress this
8 competition.

9 5. When TPG's attempt to acquire LyricFind failed, TPG and Musixmatch
10 hatched a new plan to extinguish competition: ensuring only Musixmatch, and not
11 LyricFind or any other provider, could access the full range of lyric data and licenses
12 needed to provide lyric services to DSPs.

13 6. Central to this anticompetitive scheme was an exclusive agreement
14 between Musixmatch and the music publisher WCM that cut off LyricFind's and
15 other providers' previous non-exclusive access to WCM's lyric catalog, and with it,
16 many of the popular lyrics needed to compete for any DSPs' business. Specifically,
17 Musixmatch gained exclusive access to two critical inputs that DSPs need to display
18 lyrics: (1) Lyric Data Services and (2) Lyric Rights Licensing, as each is defined
19 below.

20 7. To foreclose this competition, Musixmatch, working together with TPG,
21 paid WCM to become the exclusive provider of Lyric Data Services and the exclusive
22 sub-licensor of Lyric Rights Licensing for all WCM titles. This agreement, referred
23 to herein as the "WCM-Musixmatch Exclusive" or "Exclusive," was unprecedented
24 in the music industry and cut-off LyricFind's and others' ability to furnish Lyric Data
25 Services and Lyric Rights Licensing for WCM lyrics, which LyricFind had provided
26 for more than 15 years. Historically, all so-called "major" music publishers,
27 including Sony Music Publishing, Universal Music Publishing Group, and WCM,
28 permitted both LyricFind and Musixmatch to provide Lyric Data Services for their

1 catalogs on a non-exclusive basis. This permitted Musixmatch and LyricFind to
2 compete for DSPs' business—that is, until the WCM-Musixmatch Exclusive
3 abruptly ended this competition.

4 8. TPG and Musixmatch's anticompetitive scheme did not end there. To
5 further force DSPs to contract with Musixmatch, TPG and Musixmatch conspired to
6 force DSPs to remove lyrics supplied by anyone but Musixmatch and quickly caused
7 WCM to terminate its contractual relationship with LyricFind. Defendants also
8 coordinated with WCM to ensure WCM would not provide a direct lyric rights
9 license to Spotify (despite their prior licensing negotiations), nor to other DSPs, and
10 would instead force Spotify and other DSPs to sublicense lyric rights and data from
11 Musixmatch.

12 9. TPG's and Musixmatch's goal was simple: make sure that Spotify, and
13 other DSPs, have no choice but to obtain Lyric Data Services and Lyric Rights
14 Licensing from Musixmatch despite its higher fees—a plainly anticompetitive result.
15 LyricFind brings this lawsuit to stop Defendants' unlawful conduct, which has
16 eliminated competition and raised prices for Lyric Data Services and Lyric Rights
17 Licensing worldwide and in the United States, in violation of state and federal law.

18 10. As a result of the scheme identified herein, TPG-owned Musixmatch
19 has maintained and expanded its monopoly in the sale of Lyric Data Services and
20 foreclosed competition for Lyric Rights Licensing—the essential services that allow
21 DSPs to display song lyrics, typically in a choice of languages synced in time with
22 music. Musixmatch, which is owned and directed by TPG, one of the largest private
23 equity groups in the world, services more than 80% of DSPs by streaming volume
24 and has agreements with six of the seven largest DSPs by global subscribers.

25 11. LyricFind, by contrast, was founded by three friends fresh out of college
26 twenty years ago and has taken no institutional investment. LyricFind is the only
27 significant global competitor to Musixmatch, servicing most of the remaining
28 market.

1 12. WCM is one of just three major music publishers which own,
2 administer, and control the lyrics that are necessary to provide Lyric Data Services
3 and Lyric Rights Licensing. The other two major publishers are Sony Music
4 Publishing and Universal Music Publishing Group. Collectively, these “Big Three”
5 publishers own or administer rights to over 10 million titles worldwide, including
6 most of the world’s most popular and important songs. WCM’s market control is
7 substantial. WCM has full or partial ownership, and thus effective control, of
8 approximately 30% of all streams licensed on major platforms. As of November
9 2024, WCM also effectively controlled 64 of the top 100 songs on Billboard’s Top
10 Radio Airplay Chart, and 59 of the top 100 songs on Billboard’s Hot 100 Songs
11 Chart.

12 13. The most common customers for Lyric Data Services are music DSPs,
13 which display lyrics alongside musical content. These DSPs include the world’s most
14 popular music streaming services like Spotify, Apple Music, YouTube Music,
15 Amazon Music, Deezer, Pandora, and many others.

16 14. To display lyrics, DSPs need a license from the rights holders of each
17 song. DSPs typically obtain Lyric Rights Licensing from a lyric services provider
18 like Musixmatch or LyricFind, and at times, in the case of large DSPs, directly from
19 certain publishers.

20 15. Separately, and in addition to this licensing, DSPs need an actual copy
21 of the lyrics to display, which they obtain from lyric data services providers like
22 LyricFind and Musixmatch. Music publishers typically do not invest the resources
23 necessary to create copies of the lyrics for the songs they control in a workable digital
24 format, so LyricFind and Musixmatch have undertaken the significant time and effort
25 to maintain and administer their large databases of lyric text files with translations
26 and synchronization data (synchronizing the display of the lyrics in time with audio),
27 which they provide to DSPs for a fee. Musixmatch and LyricFind compete to provide
28 these Lyric Data Services to customers like DSPs.

1 16. To compete effectively, LyricFind and Musixmatch must be able to
2 provide Lyric Data Services for all major publishers' song titles, including WCM's.
3 DSPs expect that providers of Lyric Data Services will have access to WCM's
4 catalog because it represents a key portion of what users wish to stream; without it,
5 DSPs would not be able to display lyrics for many, and in some cases a majority of,
6 popular songs. Until March 2024, LyricFind enjoyed a long-standing, mutually
7 profitable relationship with WCM, partnering together on a non-exclusive basis with
8 respect to Lyric Rights Licensing and Lyric Data Services for more than 15 years
9 without issue.

10 17. That changed when Musixmatch and TPG discovered that Spotify, the
11 largest customer in the market for Lyric Data Services, was very far along in
12 negotiations with LyricFind to replace Musixmatch as Spotify's Lyric Data Services
13 provider. Spotify claims to account for as much as 50% of the total streamed songs
14 worldwide and is particularly crucial for independent and new artists. Spotify's
15 negotiations with LyricFind progressed quickly from the fall of 2023 into March
16 2024. One of the challenges in switching from one lyric provider to another is the
17 technical integration required to source lyrics from the new provider. Spotify had
18 undertaken and largely finalized the technological integration needed to switch from
19 Musixmatch to LyricFind, including a successful internal test using LyricFind lyrics.
20 The parties were in the final stages of negotiating the contract through which
21 LyricFind would provide Lyric Data Services for Spotify, on information and belief,
22 at a significant discount to the rates commanded by Musixmatch.

23 18. TPG and Musixmatch were desperate. Having failed to acquire
24 LyricFind, they now risked losing Spotify, Musixmatch's largest customer, to its
25 main competitor. Rather than compete against LyricFind on the merits through lower
26 prices and better services, TPG and Musixmatch seized the opportunity to cement
27 Musixmatch's monopoly and extinguish the competitive threat posed by LyricFind
28 once and for all. To do so, TPG and Musixmatch paid WCM a significant premium

1 to execute the first-of-its-kind Exclusive that would block Spotify from signing with
2 LyricFind and force Spotify, along with all other major DSPs, to purchase Lyric Data
3 Services from Musixmatch at substantially higher prices.

4 19. TPG's and Musixmatch's scheme to "buy-or-bury" LyricFind had four
5 main parts. *First*, after acquiring Musixmatch in 2022, TPG quickly tried to acquire
6 LyricFind so it could consolidate, and suppress competition between, the only two
7 major competitors in the relevant markets.

8 20. *Second*, after TPG's attempt to acquire LyricFind failed, TPG and
9 Musixmatch sought to suppress competition by wrongfully leaking to Spotify certain
10 confidential information they had obtained about LyricFind during the acquisition
11 bid in the hopes that doing so would help them avoid competing on price or quality.
12 In a clear breach of their non-disclosure agreement, TPG and Musixmatch disclosed
13 and mischaracterized confidential information about LyricFind to Spotify to try to
14 prevent Spotify from replacing Musixmatch with LyricFind.

15 21. *Third*, when the discussions between Spotify and LyricFind continued
16 notwithstanding Defendants' wrongful disclosures, TPG and Musixmatch
17 orchestrated the unprecedented Exclusive with WCM that cut-off LyricFind's ability
18 to furnish Lyric Data Services and Lyric Rights Licensing for WCM titles. On
19 information and belief, Musixmatch paid WCM an amount that far exceeds any
20 legitimate commercial goal to become the exclusive provider of Lyric Data Services
21 and exclusive sub-licensor of Lyric Rights Licensing for all WCM titles, meaning
22 only Musixmatch can provide Lyric Data Services for WCM's titles and only
23 Musixmatch can sublicense rights to WCM's lyrics. Underscoring the
24 anticompetitive nature of the Exclusive, neither Defendants nor WCM has publicly
25 disclosed the Exclusive, despite their longstanding practice of disclosing commercial
26 deals of this import.

27 22. *Fourth*, based on the rights Musixmatch obtained in the Exclusive, TPG,
28 Musixmatch, and WCM conspired to force Spotify to sign with Musixmatch for both

1 Lyric Data Services and Lyric Rights Licensing. Upon information and belief, WCM
2 ended its direct-licensing negotiations with Spotify and informed Spotify that its only
3 option for obtaining licenses and lyric data for WCM's titles was from Musixmatch.
4 Spotify was forced to abruptly end its negotiations with LyricFind for Lyric Data
5 Services, as well as end its negotiations with WCM for direct Lyric Rights Licensing.
6 Musixmatch has also sought to fortify the Exclusive by signing similar exclusivity
7 deals with other publishers.

8 23. Defendants' scheme had the intended effect: it foreclosed competition
9 for Lyric Data Services and Lyric Rights Licensing and allowed Musixmatch to
10 charge unlawfully inflated fees. DSPs, especially major DSPs like Spotify, need
11 access to all three major publishers' lyrics to provide a comprehensive product to
12 their users, otherwise they cannot display lyrics for many popular songs. As a result
13 of the WCM-Musixmatch Exclusive, LyricFind and other lyric service providers are
14 no longer able to compete with Musixmatch because they cannot provide Lyric Data
15 Services or Lyric Rights Licensing for approximately 30% of streams and around
16 60% of the top 100 songs, which are owned in whole or in part by WCM. Simply
17 put, Spotify and other DSPs cannot offer the market a viable lyric product without
18 the lyrics in WCM's catalog. The only remaining practical choice for DSPs is to
19 contract with Musixmatch, at whatever price Musixmatch demands.

20 24. In April 2024, Spotify informed LyricFind that because of the WCM-
21 Musixmatch Exclusive, Spotify had no choice but to halt its potential transition to
22 LyricFind. Spotify then renewed its agreement with Musixmatch, on information and
23 belief, despite Spotify having already negotiated a significantly better price and
24 service with LyricFind. LyricFind was robbed of an opportunity to partner with
25 Spotify on a contract worth tens of millions of dollars to LyricFind, and that would
26 have strengthened LyricFind's competitive position in the rest of the market.

27 25. The WCM-Musixmatch Exclusive also forecloses LyricFind from
28 signing new agreements, or renewing existing agreements, with other DSPs that need

1 to display WCM's lyrics, as all major DSPs do. For example, iHeartRadio, another
2 significant DSP, recently ended renewal negotiations with LyricFind when it learned
3 that LyricFind would no longer be able to service WCM's catalog. iHeartRadio was
4 then forced to sign with Musixmatch at a price over five times higher than what
5 LyricFind had previously charged iHeartRadio. Other DSPs that have already
6 invested great sums to integrate LyricFind's system will also be forced to switch to
7 Musixmatch, and nobody else, at a significant cost, while paying Musixmatch's
8 monopoly fees. LyricFind's viability as a business is now in jeopardy, as it can no
9 longer compete for DSPs' business.

10 26. The WCM-Musixmatch Exclusive will also foreclose other providers
11 from participating in the Lyric Data Services and Lyric Rights Licensing markets. A
12 handful of smaller competitors, as well as artists, labels, and distributors that have
13 provided WCM lyrics directly to DSPs, are now barred from doing so under the
14 Exclusive. With only Musixmatch left to service the market, prices will rise; choices
15 will be limited; there will be fewer songs with lyrics, translations, sync, and premium
16 data available; and the competitive impetus for innovation for Lyric Data Services
17 and Lyric Rights Licensing will grind to a halt.

18 27. Nor is the harm limited to Lyric Service Providers and DSPs. Other
19 publishers, collective management organizations, and songwriters that jointly own
20 and control song rights with WCM are also harmed by the Exclusive because their
21 lyrics must now be provided only by Musixmatch. Artists and record labels whose
22 works are associated with WCM are now dependent on Musixmatch to provide Lyric
23 Data Services and Lyric Rights Licensing for their songs and cannot do so
24 independently or through another provider.

25 28. There is no legitimate business justification for the WCM-Musixmatch
26 Exclusive. Rather than compete based on price or quality, TPG and Musixmatch
27 undertook an anticompetitive scheme to protect, maintain, and increase
28 Musixmatch's monopoly in the Lyric Data Services market and its dominance in the

1 Lyric Rights Licensing market. Because Musixmatch has been a monopolist in the
2 Lyric Data Services market at all times relevant to this lawsuit, Defendants' actions
3 were intended to maintain and further that monopoly power in violation of state and
4 federal law.

5 29. As a result of Defendants' anticompetitive practices, LyricFind seeks
6 damages, costs, and attorneys' fees pursuant to Section 1 and 2 of the Sherman Act,
7 Section 3 of the Clayton Act, California's Cartwright Act, and California's Unfair
8 Competition Law. While subject to proof at trial, LyricFind estimates that its
9 damages may exceed \$1 billion post-trebling. LyricFind also seeks damages with
10 respect to Defendants' breach of the parties' non-disclosure agreement and their
11 intentional and/or negligent interference with LyricFind's prospective economic
12 advantage.

13 **THE PARTIES**

14

15 30. Plaintiff LyricFind is a company organized and existing under the laws
16 of Ontario, Canada, with its principal place of business located at 40 Eglinton Avenue
17 East, Suite 400, Toronto, Ontario, Canada. LyricFind is a global provider of Lyric
18 Data Services and Lyric Rights Licensing for a broad range of customers.

19 31. Upon information and belief, Defendant Musixmatch is a company
20 organized and existing under the laws of Italy, with its principal place of business
21 located at Via San Vitale, 5, Bologna, Italy. Musixmatch is a competitor of
22 LyricFind's in the markets for Lyric Data Services and Lyric Rights Licensing. Upon
23 information and belief, at all relevant times herein, Musixmatch has maintained and
24 operated from offices in San Francisco, California and frequently transacts business
25 in this district.

26 32. Upon information and belief, Defendant TPG is a limited liability
27 company existing under the laws of Delaware, with its principal place of business at
28 301 Commerce St #3300, Fort Worth, TX 76102. Upon information and belief, at all

1 relevant times herein, TPG has maintained and operated from offices at 345
2 California Street, #3300, San Francisco, California and frequently transacts business
3 in this district. TPG is a large private equity firm that, upon information and belief,
4 owns a controlling stake in Musixmatch, which it purchased in or around July 2022.

5 **RELEVANT THIRD PARTIES**

6
7 33. WCM is a company organized and existing under the laws of California,
8 with its principal place of business at 777 Santa Fe Avenue, Los Angeles, California.
9 WCM is the global publishing arm of Warner Music Group and publishes and
10 administers the rights to a wide array of popular musical compositions written by
11 songwriters.

12 **JURISDICTION AND VENUE**

13
14 34. This action arises in part under Sections 1 and 2 of the Sherman Act, 15
15 U.S.C. §§ 1, 2. The Court has subject matter jurisdiction under 28 U.S.C. § 1331
16 (federal question), 15 U.S.C. § 15 (antitrust), and 15 U.S.C. § 26 (injunctive relief).
17 The Court also has supplemental jurisdiction with respect to Plaintiff's state law
18 claims pursuant to 28 U.S.C. § 1367(a).

19 35. The Court has personal jurisdiction over Defendant Musixmatch
20 because Musixmatch regularly transacts business within this district and the state of
21 California, including by contracting with WCM and other licensors within California,
22 contracting with customers and licensees within California, engaging in marketing
23 and business development within this district and elsewhere in California, providing
24 lyric products and services to consumers in this district and California, attending key
25 executives' meetings in this district, and maintaining an office in San Francisco,
26 California.

27 36. The Court has personal jurisdiction over Defendant TPG because TPG
28 regularly transacts business within this district and the state of California, including

1 by its ownership and control over Musixmatch, contracting with customers within
 2 California, engaging in marketing and business development within this district and
 3 elsewhere in California, attending key executives' meetings in this district, and
 4 maintaining an office in San Francisco, California. TPG Growth, the division of TPG
 5 that manages and directs Musixmatch, has its headquarters in San Francisco.

6 37. The violations of law alleged in this Complaint took place in part in this
 7 judicial district. Venue is therefore appropriate in the Northern District of California
 8 under Section 12 of the Clayton Act, 15 U.S.C. § 22, and under 28 U.S.C. § 1391(b)
 9 and (c).

10 38. The conduct complained of herein has occurred in and had a substantial
 11 effect on interstate trade and commerce.

12 **FACTUAL ALLEGATIONS**

13 **I. INDUSTRY BACKGROUND**

14 39. This case involves the infrastructure that supports online music
 15 streaming, which has become the dominant method by which consumers access and
 16 listen to music in today's digital world. The Lyric Data Services and Lyric Rights
 17 Licensing that LyricFind and Musixmatch provide—which enable the display of real
 18 time lyrics with music—are part of the music streaming experience that consumers
 19 now expect and demand. The following background is necessary to show how
 20 Defendants' scheme has caused and will continue to cause harm to lyric service
 21 providers like LyricFind, along with consumers, musicians, and various other parties.

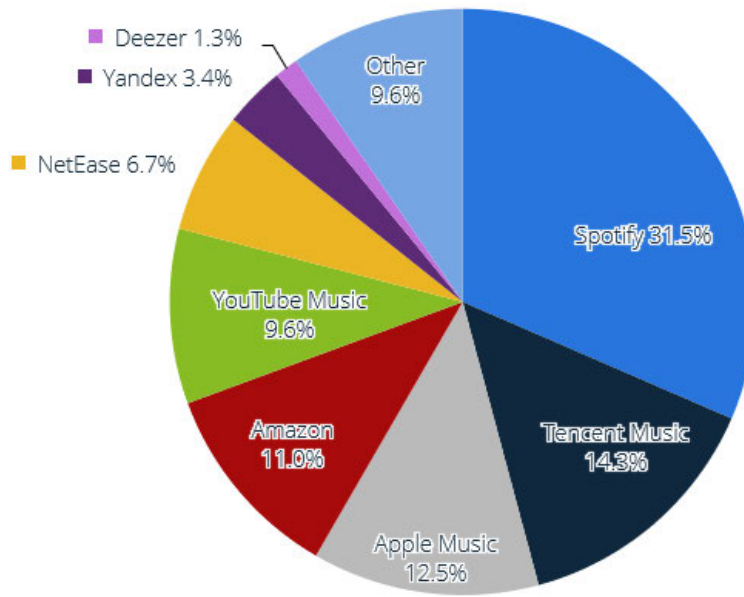
22 **A. Music Streaming and the Increasing Demand for Synced 23 Lyric Data**

24 40. The advent of digital streaming has transformed how people enjoy
 25 music. Today, modern music streaming services allow people to access extensive
 26 music libraries for a relatively low subscription fee (and in some cases, for free, often
 27 supplemented by advertising), enabling listeners to explore a wide range of genres
 28

1 and artists without purchasing individual albums or tracks. These music streaming
2 services, known as DSPs, include Spotify, Apple Music, YouTube Music, Amazon
3 Music, Deezer, Pandora, and many others. Table A below shows the major DSPs'
4 subscriber market share in the U.S. as of early 2024. Figure A below displays the
5 major DSPs' share of subscribers worldwide as of the 3rd quarter of 2023.

6 **Table A – Share of Music Streaming Subscribers in the U.S.**

7 Spotify	36%
8 Apple Music	30.7%
9 Amazon Music	23.8%
10 YouTube Music	6.8%
11 Pandora	1.9%
12 Tidal	0.5%

Figure A – Share of Music Streaming Subscribers Worldwide

Note(s): Worldwide; Q3 2023

Further information regarding this statistic can be found on [page 8](#).

Source(s): MIDiA Research; Music Industry Blog; [ID 653926](#)

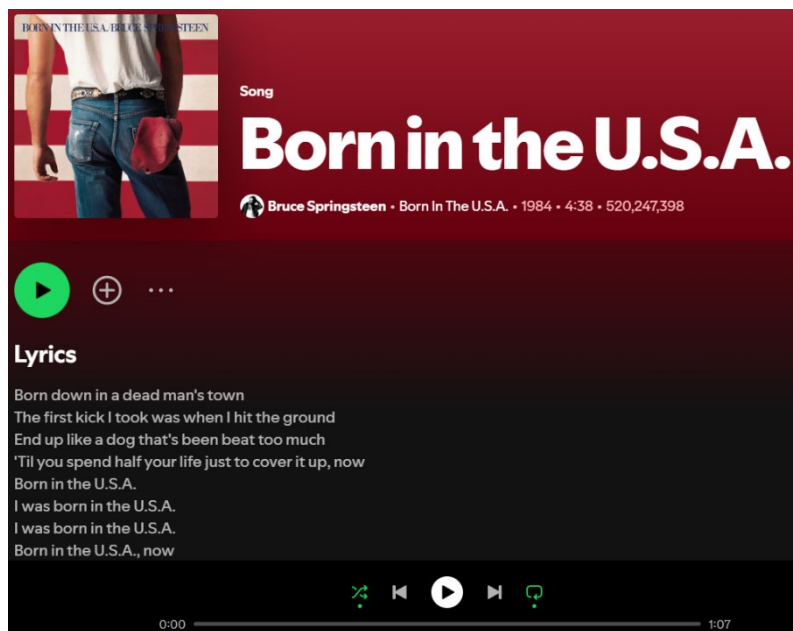
41. These music streaming services have continually evolved to meet consumer demands. DSPs use sophisticated algorithms to offer personalized music recommendations and curated playlists to help users discover new and emerging artists. One popular feature that consumers demand across all streaming platforms is the synchronized display of lyrics with songs. Most music consumers consider lyrics to be a key part of their music experience and are more likely to pay for a streaming service that offers compelling lyrics features across its streaming library.

42. Over the past decade, DSPs have responded to this demand by integrating new lyrics features into their platforms. DSPs like Spotify, Apple Music, Amazon Music, YouTube Music, and Deezer offer synchronized lyrics for many of their songs, allowing users to read or sing along with lyrics synchronized line-by-line or word-by-word with music. These platforms also provide lyric content for users to

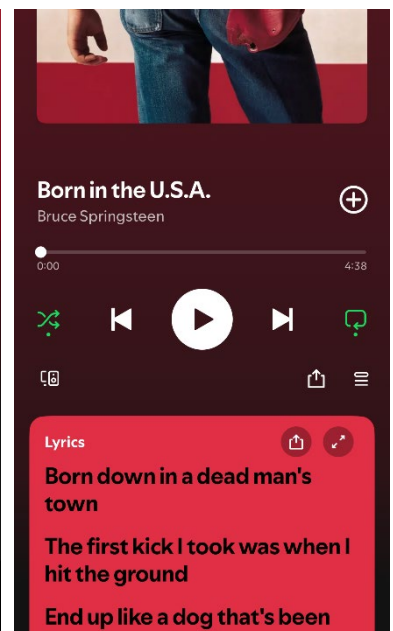
1 share with others on social media. Additionally, as the demand for lyrics has
 2 increased, platforms like Spotify have experimented with driving subscriber growth
 3 by restricting access to lyrics for their non-subscriber customers.

4 43. Figures B and C below illustrates how Spotify, the largest DSP,
 5 incorporates lyrics on its mobile and desktop platforms by prominently displaying
 6 them at the center of the user interface when a song is played or selected.

7
 8 **Figure B -**
 9 **Spotify's Desktop Display**



20
 21 **Figure C – Spotify's**
 22 **Mobile Display**



21 44. Music streaming platforms are not the only music service providers that
 22 demand lyric-related features. Social media platforms also have started incorporating
 23 lyrics features when music is played. For example, Instagram and Facebook have
 24 introduced features that allow users to add song lyrics to their Reels and Stories when
 25 they use music from Meta's library. All DSPs recognize, and are exploring ways to
 26 satisfy, consumers' increasing demand for lyrical content.

27 45. As a result, DSPs have an increasing demand for Lyric Data Services
 28 and Lyric Rights Licensing, which are the necessary inputs required to display lyrics

1 on their platforms. Music publishers and songwriters, who hold the rights to lyrical
2 works and other rights associated with musical works, play a crucial role in the Lyric
3 Data Services and Lyric Rights Licensing markets.

4 **B. Music Publishers' Role in the Industry**

5 46. Music publishers secure and manage copyrights for musical
6 compositions, including promoting their catalog's songs to recording artists,
7 licensing compositions for use by films, television, advertisements, and music
8 streaming services, monitoring song usage, and collecting and distributing royalties
9 to their clients.

10 47. The Independent Music Publishers International Forum reports that the
11 global music publishing business was estimated to be worth \$15.5 billion in 2023, an
12 increase of 15% from the previous year.

13 48. The largest music publishers include WCM, Sony Music Publishing
14 ("Sony"), Universal Music Publishing Group ("UMPG"), Kobalt Music Publishing
15 ("Kobalt"), BMG Rights Management, and Concord Music Publishing. The Big
16 Three major music publishers—Sony, UMPG, and WCM—collectively accounted
17 for over 60% of the global music publishing market on a revenue basis in 2024, with
18 Sony accounting for 25%, UMPG 23%, and WCM 12%. The Big Three publishers
19 collectively own or administer over 10 million compositions.

20 49. However, the scope of the major music publishers' industry influence
21 exceeds their revenue-based market shares due to the size and shared control of their
22 musical catalogs. For example, according to its 2023 annual report, Warner Music
23 Group (WCM's parent) believes its catalog is "differentiated by the scale, reach and
24 broad appeal of our music" and that its "collection of owned and controlled recording
25 and musical compositions, spanning a large variety of genres and geographies over
26 many decades, cannot be replicated." In Warner Music Group's words: "[a]s one of
27 the world's largest music entertainment companies, we believe we are well
28 positioned to take advantage of growth in digital distribution and emerging

1 technologies to maximize the value of our assets.” In 2024, WCM generated over \$1
2 billion in music publishing revenue, an increase of 11% from the prior year.

3 50. One area where publishers can “take advantage of growth in distribution
4 and emerging technologies” is Lyric Rights Licensing. Music publishers such as
5 WCM understand the value of lyrics to both consumers and DSPs and have made it
6 an important part of their business and a growing source of revenue. The importance
7 of lyrics is expected to continue to grow as new technologies enable users to enjoy
8 and interact with lyrics in new ways.

9 51. Music publishers license rights to lyrical works differently from other
10 rights associated with music compositions. While music publishers own or
11 administer the copyrights of musical compositions, performing rights organizations
12 (“PROs”), collective management organizations (“CMOs”), and the Mechanical
13 Licensing Collective (“MLC”) often represent publishers in granting licenses for
14 non-lyrical musical rights, including to DSPs. In the U.S., for example, PROs like
15 the American Society of Composers, Authors and Publishers (“ASCAP”) and
16 Broadcast Music, Inc. (“BMI”) offer blanket licenses for public performance rights
17 on behalf of many songwriters and publishers, and the Mechanical Licensing
18 Collective (“MLC”) was established to administer a blanket license for certain
19 mechanical rights under the Music Modernization Act.

20 52. The government has regulated some PROs through consent decrees and
21 regulates the MLC’s licensing practices under the Music Modernization Act. The two
22 largest U.S. PROs—ASCAP and BMI—are each regulated by separate antitrust
23 consent decrees that require them to offer equivalent license terms to similarly
24 situated services and venues, facilitating market entry for competing services and
25 generating more revenue for publishers and songwriters.

26 53. Unlike the regulated blanket license regime for non-lyrical music rights,
27 lyric rights are licensed on a music publisher-by-music publisher basis. Customers
28 seeking to license lyric rights negotiate a license directly with each music publisher,

1 or indirectly through lyric service providers like LyricFind or Musixmatch, which
2 are authorized to sublicense rights on behalf of contracted music publishers.

3 **C. Copyright Enforcement by Music Publishers**

4 54. Because many songs, especially popular songs, are written by multiple
5 songwriters, the intellectual property rights for those songs are often owned by
6 multiple songwriters and/or music publishers, which jointly administer the rights to
7 their songs and lyrics. Co-written songs are thus often controlled by multiple
8 publishers. For example, if a song's lyrics and music have three equal co-writers, one
9 writer may be represented by WCM, another by Sony, and the third by UMPG, each
10 of which may hold a 33.33% interest—i.e. a “fractional interest”—in the copyright,
11 including the lyrics.

12 55. Under U.S. copyright law, the default rule for joint works (including
13 non-musical works) is that co-owners hold the copyright as tenants-in-common,
14 allowing each co-owner to grant non-exclusive licenses to the full work in the
15 absence of a contract to the contrary. However, in music publishing, co-owners
16 generally do not grant full licenses out of respect for all publishers and contributing
17 writers. Thus, for split works, a co-owner typically will not grant a “full work” license
18 unilaterally. Instead, each co-owner typically grants “fractional licenses,” which
19 cover only the rights to the particular fraction of the work that each publisher owns
20 or controls.

21 56. As a result, multiple publishers often own or control fractional rights to
22 the same song, which can be effectively licensed only if all fractional owners agree
23 to license their respective interests. This is the case for a large percentage of the most
24 popular songs on streaming services. Any publisher that holds a fractional interest to
25 a song can only effectively license its fractional share and thus depends on the other
26 publishers/owners to also grant licenses for their fractional interests. This means that
27 any single fractional rights holder has effective control to deny the licensing over any
28 song in which they have any partial rights, even with as little as 1% ownership (or

1 less). Music service providers understand that a fractional license from one publisher
2 will not suffice to avoid infringement risk. They must identify all songwriters, verify
3 the various publishers that represent them, and obtain licenses from each co-
4 publisher.

5 57. As one example, WCM has a 1.2% ownership stake in the hit song “7
6 Rings” by Ariana Grande, which has been streamed 2.4 billion times on Spotify and
7 1.4 billion times on YouTube. Despite WCM’s minimal ownership interest in this
8 song, DSPs still must obtain WCM’s licensing approval before they can display the
9 song’s lyrics on their platforms. Thus, WCM can effectively control the display rights
10 for “7 Rings,” along with approximately 60% of other top songs, based on its
11 fractional ownership stakes that can be as low as 1%.

12 58. Due to this fractional-ownership framework, and the high concentration
13 of music publishers, each publisher wields greater market power than its revenue-
14 based market shares might suggest—a concern that regulators have scrutinized. A
15 publisher wields the same effective control over a song if it holds a 100% interest or
16 a 25% interest. Music publishers’ market power thus hinges on the amount of songs
17 they effectively control through fractional ownership.

18 59. On information and belief, WCM controls approximately 30% of the
19 lyric display rights serviced by LyricFind, accounting for both partial and whole
20 ownership. WCM’s effective market share is notably higher for popular
21 contemporary music, which is critical to the commercial success of major DSPs like
22 Spotify. According to Billboard’s November 2024 Publishers Quarterly, WCM has
23 effective control, in whole or in part, of 64 of the top 100 songs on Billboard’s Top
24 Radio Airplay Chart and 59 of the top 100 songs on Billboard’s Hot 100 Songs Chart
25 in the United States.

26 **D. Lyric Service Providers**

27 60. For the same reason that blanket licensing and collective societies
28 emerged to help administer non-lyrical music rights—to lower transaction costs,

1 make the licensing process more efficient, and facilitate copyright enforcement—a
2 similar need arose for intermediaries to collect, manage, and furnish lyrical works on
3 behalf of publishers, labels, and songwriters. Lyric service providers like LyricFind
4 and Musixmatch fulfill these roles, which include Lyric Data Services and Lyric
5 Rights Licensing.

6 61. To facilitate Lyric Rights Licensing, lyric service providers source lyric
7 rights licenses from tens of thousands of music publishers, collection societies, and
8 songwriters. They then aggregate these licenses and sublicense them to clients, like
9 DSPs, who display lyrics to their customers. LyricFind’s current suite of licensing
10 rights covers over 50,000 music publishers around the world. LyricFind sublicenses
11 these rights to more than 50 clients, including Amazon, YouTube Music, Pandora,
12 and many other DSPs.

13 62. LyricFind’s contracts with its customers require that DSPs obtain a
14 license to display the lyrics to any song for which they display lyric data provided by
15 LyricFind, regardless of whether the license is obtained from LyricFind or a music
16 publisher directly. Not all DSPs use lyric service providers for Lyric Rights
17 Licensing. Some large DSPs secure their own licenses directly from music
18 publishers, especially from major publishers like Sony, UMPG, and WMG.

19 63. In addition to, and separate from, Lyric Rights Licensing, lyric service
20 providers provide Lyric Data Services to customers like DSPs. While music
21 publishers usually own or control the copyright in song lyrics, they do not typically
22 possess or invest in the creation of actual transcriptions of the lyrics, and therefore
23 cannot offer them to DSPs. DSPs instead obtain lyrical transcriptions and associated
24 data from lyric services providers like LyricFind and Musixmatch. Lyric service
25 providers furnish these Lyric Data Services by sourcing or transcribing lyrics and
26 creating text files that contain the lyrical transcriptions. These text files often also
27 include detailed translations and synchronization data, which allow lyrics to be
28 displayed line-by-line or word-by-word in synch with music.

1 64. In addition to these text files, Lyric Data Services also include royalty
2 administration services, i.e. collecting, allocating, and paying lyric-related royalties
3 to the correct rights holders. For example, LyricFind’s royalty administration system
4 utilizes the usage data tracked and/or submitted by clients and applies the amounts
5 paid by each client, type of use, territory of use, minimum guarantees or advances,
6 and royalty rates, to allocate the appropriate amounts due to each copyright owner in
7 each country for each DSP.

8 65. Many customers obtain both Lyric Rights Licensing and Lyric Data
9 Services from a single lyric service provider, like LyricFind or Musixmatch.
10 However, many DSPs, including many of the largest DSPs, do not need a provider’s
11 help to license lyrics from major publishers because they obtain their own direct
12 licenses from them. These DSPs still seek licenses from smaller publishers through
13 a lyric service provider. Regardless of how DSPs license lyrics—directly or via
14 sublicense—they still need to procure Lyric Data Services to display lyrics to users.
15 Providers of Lyric Data Services thus strive to maintain as complete a lyrical catalog
16 as possible, even for songs they do not have the right to sublicense, because DSPs
17 may still need Lyric Data Services for songs that are separately licensed.

18 **E. DSPs Require a Complete Lyrical Catalog**

19 66. In the modern era of music streaming, music consumers expect that
20 major music platforms will allow them to stream most, if not all, mainstream music.
21 As such, major DSPs like Spotify and Apple Music host music from all major
22 publishers’ catalogs and do not tend to compete on the number of songs on their
23 platforms. DSPs instead compete on other aspects of their services like product
24 features and price. This is markedly different from the film or television industry,
25 where streaming platforms like Netflix and Hulu fiercely compete based on their
26 differing, and sometimes exclusive, content offerings.

27 67. Thus, when sourcing Lyric Data Services, DSPs expect providers to
28 offer a complete catalog of lyrics from all major publishers in order to cover an

adequate portion of lyric requests. To fill this need, lyric service providers like LyricFind and Musixmatch strive to aggregate all lyrics from all major publishers, along with independent publishers and songwriters, regardless of whether they have lyric licenses in place for all of the subject works. While LyricFind and Musixmatch's lyrics offerings do not completely overlap, both have historically maintained databases that, at a minimum, contain the vast majority of lyrics for the musical compositions controlled by all the major publishers. In the years before the Exclusive, LyricFind and Musixmatch competed based on price, the quality of their Lyric Data, and the scope of their lyric offerings for works not controlled by the major publishers. Some DSPs preferred LyricFind's offering while others may have preferred Musixmatch's.

68. Most DSPs expect to source Lyric Data Services from a single provider because it is not practical or economical to integrate Lyric Data from multiple databases or switch among them. Building the infrastructure to source Lyric Data requires a significant investment of time and resources to ingest, maintain and operate a provider's unique database. Therefore, DSPs typically are not willing to spend the resources to source Lyric Data from multiple providers. While two large DSPs, Amazon Music and Google/YouTube Music, have chosen to incur the extra expense of sourcing Lyric Data from both LyricFind and Musixmatch, they are the exception because of their vast resources. For most DSPs, such a cost cannot be justified.

69. Once a DSP partners with one lyric services provider, it tends to remain with that provider due to the significant costs associated with switching, absent strong competition from another provider. This is particularly true if an incumbent were to obtain the exclusive rights to furnish a major publisher's Lyric Data. In that event, DSPs effectively would have no choice but to stay with the incumbent, as no other provider would be able to furnish Lyric Data Services associated with that major publisher's titles.

1 70. WCM, with whom TPG and Musixmatch orchestrated the Exclusive, is
2 one of the Big Three publishers with effective control of approximately 30% of total
3 music streams and around 60% of the top 100 most popular songs. By locking up the
4 exclusive right to provide Lyric Data Services for these WCM titles and offer
5 associated Lyric Rights Licensing, TPG and Musixmatch have ensured that only
6 Musixmatch will be a viable option for most, if not all, DSPs, as no other provider
7 will be able to offer a viable lyrical catalog without WCM's titles.

8 71. In Spotify's prescient words: "The music industry has a high level of
9 concentration, which means that one or a small number of entities may, on their own,
10 take actions that adversely affect our business." "Our business may be adversely
11 affected if our access to music is limited or delayed because of deterioration in our
12 relationship with one or more of these rights holders or if they choose not to license
13 to us for any reason. These rights holders also may attempt to take advantage of their
14 market power (including by leveraging their publishing affiliate) to seek onerous
15 financial or other terms from us or otherwise impose restrictions that hinder our
16 ability to further innovate our service offerings."

17 **F. LyricFind's Long and Profitable Relationship with WCM**

18 72. LyricFind recognizes the importance of offering a comprehensive
19 catalog of lyrics to its clients. LyricFind has consistently sourced lyrics from a diverse
20 range of publishers, distributors, and songwriters so that its catalog meets the needs
21 of its clients.

22 73. Among the music publishers that have partnered with LyricFind, the Big
23 Three—Sony, UMPG, and WCM—are particularly significant, as their large catalogs
24 are crucial to clients like DSPs. WCM is especially notable because it owns and/or
25 controls copyright interests in many of the most popular songs that consumers expect
26 to stream on DSPs' platforms. Until the WCM-Musixmatch Exclusive, LyricFind
27 had, for many years, provided Lyric Data Services to customers for all three major
28

1 publishers' songs, regardless of whether the customers obtained a sublicense from
2 LyricFind or a direct license from the publisher.

3 74. LyricFind's partnership with WCM began in 2008, and the two
4 companies have maintained a strong and amiable working relationship since.
5 LyricFind's most recent agreement with WCM was executed in 2018 and has been
6 extended/amended twice until June 30, 2024.

7 75. This business relationship, spanning over fifteen years, has been
8 mutually beneficial and profitable. In 2023, for example, LyricFind administered
9 lyrical rights for hundreds of thousands of songs for WCM on a non-exclusive basis
10 and through its sublicensing and administration of direct licenses helped generate
11 millions of dollars of royalties for WCM.

12 II. THE RELEVANT MARKETS

13 76. Lyric service providers like LyricFind and Musixmatch operate in two
14 related, but separate relevant markets: (1) the Market for Lyric Data Services ("Lyric
15 Data Services Market"); and (2) the market for Lyric Rights Licensing ("Lyric Rights
16 Licensing Market"), which contains a submarket for the *sublicensing* of Lyric Rights
17 from lyric service providers ("Lyric Rights Sublicensing Submarket") (collectively,
18 the "Relevant Markets"). The relevant geographic market for each of the relevant
19 product markets is worldwide, as described below.

20 A. The Lyric Rights Licensing Market

21 77. Market participants in the Lyric Rights Licensing Market and Lyric
22 Rights Sublicensing Submarket are lyric service providers that sublicense the lyric
23 rights owned or administered by major music publishers or other rights holders. Other
24 rights holders can include aggregators of music licensing rights, independent
25 publishers, and songwriters themselves.

26 78. DSPs are customers in the Lyric Rights Licensing Market and Lyric
27 Rights Sublicensing Submarket. In some cases, DSPs obtain lyric rights through
28 sublicenses administered by lyric service providers. Other times, DSPs negotiate with

1 large rights holders like WCM to license lyric rights directly. Regardless of whether
2 a license is obtained directly or via sublicense, DSPs still need to procure Lyric Data
3 Services to display lyrics on their platforms. It is therefore well recognized that Lyric
4 Rights Licensing and Lyric Data Services are distinct products with distinct market
5 demands.

6 79. The Lyric Rights Sublicensing Submarket, i.e. the sublicensing of lyric
7 rights by lyric service providers, is a distinct submarket of the Lyric Rights Licensing
8 Market because DSPs often do not have the resources to obtain direct licensing from
9 music publishers at the scale required for their platforms, nor the resources to
10 administer a large volume of lyric license agreements. As a result, in many cases,
11 DSPs must rely on lyric service providers to obtain and administer lyric rights via
12 sublicenses. Thus, for many lyric rights, DSPs can only obtain sublicenses in the
13 Lyric Rights Sublicensing Submarket and cannot reasonably switch to direct licenses
14 in the event of a non-transitory price increase.

15 80. At all relevant times, Musixmatch has had market power in the Lyric
16 Rights Licensing Market and monopoly power in the Lyric Rights Sublicensing
17 Submarket. On information and belief, before the Exclusive, Musixmatch serviced
18 approximately 31% of the Lyric Right Licensing Market based on licensing revenue,
19 while LyricFind serviced approximately 16% of the market. Most of the rest of the
20 Lyric Rights Licensing Market, approximately 53%, was comprised of direct
21 licensing by music publishers. Musixmatch's market share in the Lyric Rights
22 Sublicensing Submarket before the Exclusive was approximately 66% by licensing
23 revenue.

24 81. A key component of the Lyric Rights Licensing Market and Lyric
25 Rights Sublicensing Submarket is the need for lyric service providers to offer
26 sublicenses for the works of all major publishers with whom DSPs do not have a
27 direct license. Nearly all DSPs seek "one stop shopping" for their lyric licensing
28

1 needs, meaning they want a single provider to provide sublicenses for all of the major
2 publishers' catalogs and as many smaller publishers/songwriters as possible.

3 82. Given a small but substantial, non-transitory increase in the price of
4 licensing within the Lyric Rights Licensing Market and Lyric Rights Sublicensing
5 Submarket, within the relevant geographic market, actual and prospective customers
6 would not substitute to a different service without the necessary characteristics.

7 **B. The Lyric Data Services Market**

8 83. The Lyric Data Services Market is related to, but distinct from, the Lyric
9 Rights Licensing Market. Lyric service providers in the Lyric Data Services Market
10 provide lyric data and royalty administration, which is the technical infrastructure
11 required to implement the lyric display licenses and allocate related royalties.

12 84. The primary participants in the Lyric Data Services Market are
13 Musixmatch and LyricFind. At all relevant times, Musixmatch has been a monopolist
14 in the Lyric Data Services Market, with a current market share of approximately 80%.
15 The rest of the Lyric Data Services Market is primarily serviced by LyricFind. Other
16 minor participants in the Lyric Data Services market include entities such as Genius
17 (which provides Lyric Data Services to Apple), and Sockets and SyncPower (which
18 provide Lyric Data Services in Japan). On information and belief, these other
19 providers of Lyric Data Services collectively account for a *de minimis* share of the
20 Lyric Data Services Market by revenue.

21 85. Fulfilling Lyric Data requires the creation of data files that contain the
22 actual text of lyrical transcriptions, as well as the data to synchronize the
23 transcriptions to sound recordings, either line-by-line or word-by-word. Lyric Data
24 Services also include processing and distributing lyric-related royalties. Lyric service
25 providers process usage data to determine the appropriate royalties due to each rights
26 holder, based on factors set forth in the relevant licensing agreements (e.g., amount
27 of use, type of use, territory of use, minimum guarantees, advances, etc.). They then
28

1 pay the appropriate amounts due to each rights holder on a song-by-song, customer-
2 by-customer, and country-by-country basis.

3 86. Customers in the Lyric Data Services Market are primarily DSPs. As in
4 the Lyric Rights Licensing Market, nearly all customers expect a single provider to
5 fulfill Lyric Data Services for all publishers, including major publishers, because it
6 is not economical to integrate data from multiple providers.

7 87. Given a small but substantial, non-transitory increase in the price of
8 Lyric Data Services within a relevant geographic market, actual and prospective
9 customers would not substitute to a different service without the necessary
10 characteristics.

11 **C. The Relevant Geographic Market is Worldwide**

12 88. The relevant geographic market for both the Lyric Rights Licensing
13 Market and Lyric Data Services Market is worldwide. Customers and providers in
14 both markets primarily operate on a global basis. While certain local and regional
15 DSPs exist, DSPs that operate on a global basis represent more than 90% of total
16 global streams and revenue within the markets.

17 89. In the Lyric Rights Licensing Market, the typical license granted by a
18 music publisher is global in nature, as are most of the sublicenses granted by lyric
19 services providers. In the Lyric Data Services Market, Lyric Data is the same
20 globally, so DSPs typically use a single global provider of Lyric Data Services, as it
21 does not make sense to source the same lyric file separately in different countries.

22 90. As such, customers in both the Lyric Rights Licensing Market and Lyric
23 Data Services Market typically require global service from lyric service providers.

24 **D. Barriers to Entry**

25 91. There are just two main lyric service providers that participate in both
26 the Lyric Rights Licensing Market and the Lyric Data Services Market at scale:
27 Musixmatch and LyricFind. This market concentration is due, in part, to substantial
28 barriers to entry in both Relevant Markets.

1 92. In the Lyric Data Services Market, creating a comprehensive catalog of
2 song data and accompanying lyric files, and building the infrastructure to administer
3 royalty calculations and payments, takes years of effort, and substantial expenditures.
4 Although some publishers make small amounts of Lyric Data available, developing
5 a lyric database requires creating lyric transcriptions and translations, as well as
6 synchronization data, for the vast majority of songs for which lyrics are displayed.
7 Less than 0.1% of the lyrics in LyricFind's database have been provided by major
8 publishers, despite them owning or controlling roughly 60% of the rights market.

9 93. Further, the cost to develop the technology to administer Lyric Data
10 Services for various DSPs requires many millions of dollars of investment and years
11 of development time. These upfront costs inhibit market entry and expansion.

12 94. Additionally, in the Lyric Rights Licensing Market, providers must
13 engage in individual negotiations with numerous publishers and songwriters, and
14 major publishers often require significant advances and minimum guarantees to
15 secure sublicensing rights. The technical infrastructure needed to manage those
16 sublicenses is also very significant, constituting a further barrier to entry.

17 95. High switching costs also bar entry to the Relevant Markets. The vast
18 majority of the Relevant Markets (roughly 90% by revenue) is limited to a small
19 number of major DSPs, all of which have an existing Lyric Data Service provider.
20 These DSPs have already expended substantial costs to integrate their technology
21 with a specific provider's infrastructure and are often bound by multi-year
22 agreements. This makes switching to a new third-party lyric services provider more
23 difficult because it would take a significant improvement in price or quality to justify
24 the added costs of a new provider, particularly if it would require terminating an
25 existing contract. Thus, once an incumbent lyric services provider is in place, there
26 is usually a substantial "stickiness" that reduces the opportunities for other providers
27 to compete for a DSP's business.

III. MUSIXMATCH FACED GROWING COMPETITION FROM LYRICFIND, WHICH LED TO DEFENDANTS' SCHEME

96. As the two largest competitors in the Lyric Data Services and Lyric Rights Licensing Markets, LyricFind and Musixmatch have competed for years to offer the best service and pricing for Lyric Data Services and Lyric Rights Licensing. This includes many instances of head-to-head competition, which has intensified in recent years. Defendants' anticompetitive scheme, detailed below, was a direct response to this intensifying competition from LyricFind, which threatened to dislodge Musixmatch's monopoly in the Lyric Data Services Market and reduce its market power in the Lyric Rights Licensing Market.

97. In 2022, for example, Meta (at the time, and still, a Musixmatch customer) negotiated with both Musixmatch and LyricFind over a new contract for Lyric Data Services and Lyric Rights Licensing. Although LyricFind did not win the business, on information and belief, Musixmatch had to significantly lower its proposed price, reportedly by over a million dollars, to retain Meta as a customer. Meta also informed LyricFind that because of Musixmatch's price reduction, and despite LyricFind's better offer, it could not justify the switching costs to bring on LyricFind as its lyric service provider.

98. Similarly, in 2023, LyricFind competed aggressively against Musixmatch to provide Lyric Data Services and Lyric Rights Licensing to Tidal, another major DSP. On information and belief, Musixmatch was forced to make significant price concessions to maintain the Tidal business due to LyricFind's competing offer. This heightened competition loomed even larger with respect to Spotify, the largest and most important DSP customer of Lyric Data Services and Lyric Rights Licensing, whose contract with Musixmatch was set to expire in 2024.

99. In addition to its higher prices, Musixmatch risked losing these DSPs' business due to the lower quality of its services. For years, consumers have complained that Musixmatch's lyrics are, among other things, inaccurate, slow or fail to appear, do not properly synch with music, and lack accurate translations.

1 Musicians are equally frustrated: they complain that Musixmatch’s process for
2 submitting lyrics is cumbersome, non-functional, and bug-ridden, while at the same
3 time lacking customer service. Publicly, consumers have described Musixmatch’s
4 lyric services as a “living nightmare,” “as close as it gets to a scam,” and
5 “unfathomably bad,” leading some to question why the world’s premier DSP would
6 partner with such a poorly regarded service. As one user wrote, “[Musixmatch]
7 somehow secured an exclusive deal with Spotify, and does a terrible, terrible job at
8 its only task. . . . The only positive is that their contract will expire at some point, and
9 the music industry won’t have to deal with [Musixmatch] anymore.”

10 100. The growing competitive threat from LyricFind also stemmed from
11 LyricFind’s consistent improvements to its products and services. For example, in
12 December 2023, LyricFind acquired Rotor Videos, which provides self-service video
13 creation tools that musicians use to create videos for streaming platforms alongside
14 LyricFind’s existing “Videos by LyricFind” feature. These tools allow users to create
15 their own video content, e.g., Spotify Canvas Videos, Lyric Videos, Music Videos,
16 Art Videos, Apple Motion Art Videos, and more. LyricFind has also developed
17 LyricIQ, a set of innovative data analysis and filtering tools that analyze the content
18 of music lyrics and categorize them based on themes, topics, and content categories.
19 LyricIQ allows customers to identify and curate music playlists for their business
20 environments—e.g., limiting a stream to child-friendly music, or music appropriate
21 for an in-store shopping environment.

22 101. As LyricFind’s competitive advantages mounted, TPG and Musixmatch
23 became increasingly concerned that DSPs like Spotify would switch to LyricFind
24 due to its better services and lower prices as their contracts with Musixmatch expired.
25 This fear led TPG and Musixmatch to concoct the “buy or bury” scheme described
26 herein.

27 102. After their first tactic—TPG’s acquisition attempt—failed, TPG and
28 Musixmatch realized they now risked losing Musixmatch’s contract for Spotify, its

1 largest DSP customer, which was set to expire at the end of April 2024. Their fears
2 were legitimate. From the fall of 2023 through April of 2024, LyricFind had been
3 negotiating with Spotify to take over Musixmatch's role as Spotify's supplier of
4 Lyric Data Services. LyricFind was also negotiating with Spotify to become the sub-
5 licensor of Lyric Rights Licensing for all of the music publishers that LyricFind
6 licenses, other than WCM, Sony, Universal, and Kobalt, from whom Spotify planned
7 to obtain licenses directly.

8 103. Because Spotify was negotiating to obtain lyric licenses directly from
9 these major publishers, including WCM, its negotiations with LyricFind focused on
10 Lyric Data Services and sub-licenses for "non-major" publishers. These negotiations
11 accelerated between the fall of 2023 and March 2024. LyricFind and Spotify met
12 several times, including multiple in-person meetings at Spotify's offices. By early
13 2024, LyricFind and Spotify had completed the framework for a potential agreement
14 under which LyricFind would provide Lyric Data Services and Lyric Rights
15 Licensing to Spotify on a global basis.

16 104. As detailed below, it was at this time, in January 2024, when TPG and
17 Musixmatch first tried to disrupt these negotiations by improperly disclosing and
18 misrepresenting confidential business information about LyricFind to Spotify—
19 information which TPG and Musixmatch had obtained subject to a non-disclosure
20 agreement during TPG's 2023 bid to acquire LyricFind.

21 105. Defendants' wrongful disclosure of LyricFind's confidential
22 information impaired the negotiations between Spotify and LyricFind, causing a
23 substantial disruption to LyricFind's business and requiring LyricFind to incur
24 additional costs and expend additional resources to address Defendants' misconduct.
25 These additional costs included tens-of-thousands of dollars in legal fees associated
26 with investigating and trying to mitigate Defendants' wrongful disclosure, separate
27 and apart from the legal fees associated with this litigation, as well as substantial
28

1 employee time investigating and attempting to mitigate Defendants' wrongful
2 disclosure.

3 106. Spotify, however, continued to negotiate with LyricFind because the
4 terms of its offer were considerably better than Musixmatch's. With the terms of their
5 potential agreement nearly finalized, Spotify made significant investments in the
6 technology and infrastructure necessary to switch from Musixmatch to LyricFind.
7 This included the technical integration of Lyric Data Services needed to switch to
8 LyricFind and a successful internal beta test with Spotify staff using LyricFind's data.

9 107. At the last moment, however, Spotify was forced to abandon its plans
10 with LyricFind and remain with Musixmatch because of the unprecedented WCM-
11 Musixmatch Exclusive. On the eve of Spotify's renewal deadline with Musixmatch,
12 WCM broke the news of the WCM-Musixmatch Exclusive to Spotify (even before
13 informing LyricFind). WCM informed Spotify that, because of the Exclusive,
14 LyricFind could no longer supply Lyric Data Services for WCM's titles, and WCM
15 would not directly license lyric rights to Spotify despite their prior negotiations.
16 Because each DSP needs to have WCM content available to its customer base,
17 LyricFind no longer could offer a full and comprehensive range of lyric services to
18 Spotify.

19 108. Because of the Exclusive and WCM's refusal to directly license lyrics
20 to Spotify, Spotify was forced to renew its agreement with Musixmatch at
21 substantially higher fees than those offered by LyricFind. Indeed, all other major
22 DSPs, as their contracts expire, will be forced to do the same.

23 109. This outcome was not the result of competition, but a multifaceted
24 scheme by Defendants to eliminate competition in the Lyric Data Services Market,
25 and restrain competition in the Lyric Rights Licensing Market, through
26 anticompetitive means. The various aspects of Defendants' "buy-or-bury" scheme
27 are described below.
28

1 **IV. DEFENDANTS' SCHEME TO ELIMINATE COMPETITION IN**
2 **THE RELEVANT MARKETS**

3 **A. TPG Tries to Buy LyricFind to Insulate Musixmatch from**
4 **Competition**

5 110. Defendant TPG is one of the world's largest and most prominent private
6 equity firms, managing over \$100 billion in assets. TPG operates globally across
7 North America, Europe, and Asia, and has a particular focus in acquiring and
8 investing in companies in the entertainment and music industry.

9 111. Like other private equity firms, TPG's business model focuses on
10 acquiring and investing in "portfolio companies" that it can later sell for a profit.
11 Under this private equity model, after TPG acquires a portfolio company, it typically
12 seeks to make it more profitable by reorganizing its operations, appointing new
13 executives and directors, and overseeing key strategic decisions. TPG typically then
14 seeks to sell the portfolio company within three to seven years of its acquisition. It
15 is therefore important that TPG quickly improve its portfolio companies'
16 profitability, often through operational and strategic changes within the first few
17 years.

18 112. One common way private equity firms like TPG can quickly boost a
19 portfolio company's profitability is by acquiring its competitors through so-called
20 "bolt-on" or "roll-up" acquisitions. These consolidations involve acquiring multiple
21 competitors within the same industry to reduce competitive pressure, which in turn
22 allows the portfolio companies to charge higher prices, and TPG to achieve greater
23 returns. TPG often engages in these consolidation strategies, including in the
24 entertainment sector. As part of one recent "roll-up" strategy, for example, TPG
25 acquired the talent agency Untitled Entertainment in June 2024, and then merged it
26 with Grandview talent agency, which it acquired in October 2024.

27 113. A related market-consolidation tactic is a so-called "buy or bury"
28 strategy. This occurs when a firm acquires a company and then seeks to increase its
profits either by acquiring a key competitor (i.e. "buying" it) or eliminating it from

1 the market (i.e. “burying” it). In the first stage of a “buy or bury” scheme, the private
2 equity fund aggressively tries to acquire its portfolio company’s competitor, like it
3 would in a traditional bolt-on acquisition or roll-up. If the acquisition fails, the private
4 equity firm then seeks to push the competitor out of the market, often by directing
5 the portfolio company to corner the market through exclusionary tactics.

6 114. Antitrust regulators have taken notice of these anticompetitive
7 strategies. In May 2024, the Federal Trade Commission and the Justice Department’s
8 Antitrust Division jointly launched a public inquiry to identify anticompetitive
9 acquisition strategies by private equity firms. As FTC Chair Lina M. Kahn stated,
10 “Firms can use serial acquisitions to roll up markets, consolidate power, and
11 undermine fair competition, all while jacking up prices and degrading quality.” The
12 FTC and state attorneys general have also brought litigation over buy-or-bury
13 strategies.

14 115. TPG’s scheme to insulate Musixmatch from competition was a textbook
15 “buy or bury” strategy. In July 2022, TPG acquired a controlling stake in
16 Musixmatch, believed to be around 80%. Quickly thereafter, TPG focused on
17 maximizing Musixmatch’s profits not by improving its services but by expanding its
18 monopoly power and shielding it from competition, particularly from LyricFind. As
19 described below, TPG first did so by trying to purchase LyricFind. When that failed,
20 TPG and Musixmatch wrongfully leaked confidential information about LyricFind
21 to Spotify in hopes that doing so would help them avoid competition. When that also
22 failed, TPG resorted to orchestrating the anticompetitive Exclusive between WCM
23 and Musixmatch—while also seeking exclusives with other publishers—to exclude
24 LyricFind, and all other competitors, from the Lyric Data Services Market.

25 116. TPG laid the groundwork for its scheme almost immediately after
26 acquiring Musixmatch in July 2022. TPG quickly appointed multiple TPG Partners
27 to Musixmatch’s board of directors, including David Trujillo and Jacqui Hawwa.
28 Shortly thereafter, TPG informed LyricFind it was interested in acquiring it and

1 proposed opening negotiations and a due diligence review subject to a non-disclosure
2 agreement.

3 117. On January 12, 2023, TPG and LyricFind entered into a written Mutual
4 Non-Disclosure Agreement (hereinafter, the “NDA”) so that the parties could
5 exchange confidential information to evaluate TPG’s proposed acquisition.

6 118. The NDA defined “Confidential Information” broadly to include any
7 information about LyricFind that was non-public, confidential, or proprietary in
8 nature.

9 119. The NDA prohibited TPG and its authorized “Representatives” from
10 disclosing LyricFind’s confidential information to any non-Representative third-
11 parties or using it for any purpose other than for the potential acquisition.

12 120. In a letter dated March 2, 2023 (the “March 2, 2023 Consent Letter”), at
13 TPG’s request, LyricFind authorized TPG to disclose select Confidential Information
14 to Musixmatch on the condition that Musixmatch would also be bound by the terms
15 of the NDA.

16 121. Subject to the NDA’s protections, and to facilitate TPG’s potential
17 acquisition, LyricFind gave TPG and Musixmatch access to a wide range of
18 confidential information about its business, including financials, commercial
19 relationships, and regulatory concerns. TPG became aware that if it did not acquire
20 LyricFind, LyricFind planned to compete aggressively for Spotify’s business when
21 Musixmatch’s contract with Spotify ended in April 2024.

22 122. Upon information and belief, it was through this detailed review of
23 LyricFind’s confidential information that TPG began to crystallize its plan to exclude
24 LyricFind from the market, through the WCM-Musixmatch Exclusive, in the event
25 its proposed acquisition was not successful.

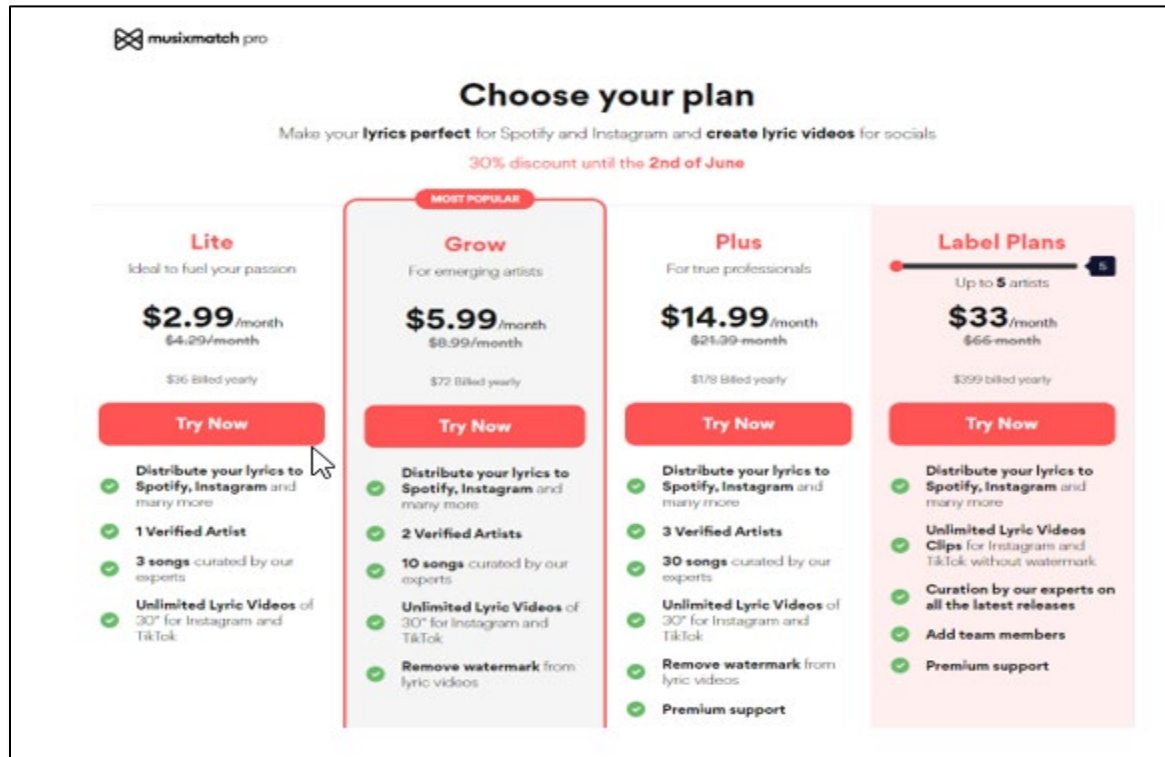
26 123. That is ultimately what occurred. After months of discussions and due
27 diligence, LyricFind and TPG were unable to agree on acquisition terms and ended
28 negotiations in December 2023. Having failed to buy LyricFind, TPG now

1 transitioned to the next stage of its scheme: eliminating LyricFind and other
2 competition from the Relevant Markets.

3 124. Of particular concern to both TPG and Musixmatch was the possibility
4 that LyricFind would take over Musixmatch's contract with Spotify, which was set
5 to expire in 2024 and generated millions of dollars of annual revenue for
6 Musixmatch. In addition to potentially losing this revenue, TPG and Musixmatch
7 were concerned that Musixmatch would no longer be Spotify's exclusive lyric
8 services provider, which was a critical selling point for the Musixmatch Pro service.
9 Musixmatch Pro is a subscription service that purportedly helps independent
10 songwriters and publishers get their lyrics on major streaming platforms. The
11 Musixmatch Pro service is offered to independent artists, songwriters, and publishers
12 at several annual pricing tiers, from \$36 to more than \$350, as shown in Figure D.
13 All of the tiers are premised on the idea that independent artists and publishers can
14 get their lyrics on major streaming platforms—particularly Spotify—only by paying
15 for Musixmatch Pro.

16 125. On information and belief, the Musixmatch Pro service is responsible
17 for a substantial share of Musixmatch's total revenue and profit on an annual basis.
18 If TPG and Musixmatch lost the ability to ensure lyric availability on Spotify, the
19 revenue generated from Musixmatch Pro would be substantially reduced, as would
20 Musixmatch's overall profitability and overall enterprise value to TPG.

Figure D – May 29, 2024, Screenshot of Musixmatch Webpage



B. Defendants Unlawfully Leak LyricFind's Confidential Information.

126. TPG and Musixmatch's fears about losing Spotify's business mounted as LyricFind's negotiations with Spotify progressed towards the end of 2023. TPG and Musixmatch were aware of LyricFind's negotiations with Spotify and became increasingly concerned that Musixmatch would lose Spotify's business to LyricFind due to LyricFind's better services and lower prices.

127. Yet rather than compete with LyricFind on these bases, TPG and Musixmatch plotted to disrupt LyricFind's negotiations with Spotify by wrongfully leaking confidential and NDA-protected information about LyricFind to Spotify, which TPG and Musixmatch had obtained during TPG's proposed acquisition of LyricFind a few months earlier. In or around January 2024, TPG and Musixmatch intentionally disclosed and misrepresented this confidential information about

1 LyricFind's perceived vulnerabilities to Spotify in breach of the NDA and their other
2 legal obligations.

3 128. Defendants' disclosures to Spotify breached the express terms of the
4 NDA, which prohibited TPG and Musixmatch from disclosing LyricFind's
5 confidential information to third parties or using it for any purpose other than the
6 proposed acquisition.

7 129. By improperly leaking this information, TPG and Musixmatch hoped to
8 upend LyricFind's negotiations with Spotify and preserve Musixmatch's monopoly
9 without having to lawfully compete with LyricFind based on quality and price.

10 130. Even though Defendants' breach of the NDA hampered the discussions
11 between LyricFind and Spotify, Spotify chose to continue negotiating with
12 LyricFind. At the same time, Spotify continued integrating LyricFind's technical
13 infrastructure for Lyric Data Services in anticipation of potentially switching from
14 Musixmatch to LyricFind. It was not until the WCM-Musixmatch Exclusive that
15 these negotiations came to a decisive end.

16 **C. TPG and Musixmatch Coordinated with WCM to Impose the**
17 **WCM-Musixmatch Exclusive.**

18 131. When their illegal disclosures failed to stop LyricFind's negotiations
19 with Spotify, TPG and Musixmatch hatched a new plan to force DSPs to sign with
20 Musixmatch: ensuring only Musixmatch, and no other provider, could provide Lyric
21 Data Services and Lyric Rights Licensing for WCM's songs.

22 132. Before the Exclusive, LyricFind and Musixmatch were both able to
23 fulfill this role. Publishers like WCM had never restricted which companies could
24 furnish Lyric Data Services for their songs, allowing LyricFind and Musixmatch to
25 compete based on price and quality. When their other anticompetitive tactics failed,
26 TPG and Musixmatch realized they could avoid this competition by locking up an
27 exclusive deal for a major publisher's catalog, like WCM's, as DSPs would not be
28

1 willing to deal with LyricFind or other providers that lacked the ability to provide
2 lyric services for WCM's songs.

3 133. This is the anticompetitive path TPG and Musixmatch chose rather than
4 to compete fairly on price or quality. As Spotify grew closer to signing with
5 LyricFind, TPG and Musixmatch coordinated with WCM to impose the
6 unprecedented Exclusive that would force Spotify and other major DSPs to sign with
7 Musixmatch at substantially higher rates.

8 134. At the direction of TPG, Musixmatch entered into the WCM-
9 Musixmatch Exclusive on or around March 20, 2024, just before Spotify was slated
10 to potentially finalize its deal with LyricFind. Although LyricFind has not yet
11 received an executed copy of the written Exclusive contract, WCM informed
12 LyricFind of its contents. Specifically, the WCM-Musixmatch Exclusive gives
13 Musixmatch (1) the exclusive right to provide Lyric Data Services for WCM's titles
14 and (2) the exclusive right to sublicense Lyric Rights Licensing for WCM's titles. In
15 effect, the Exclusive makes Musixmatch the only practical supplier of Lyric Data
16 Services, and the only practical sub-licensor of Lyric Rights Licensing, for most
17 DSPs.

18 135. On information and belief, in return for these dual exclusivity rights,
19 Musixmatch, at TPG's direction, agreed to make substantial monetary payments and
20 financial incentives to WCM, which amounted to an anticompetitive bribe.

21 136. Under the terms of the Exclusive, DSPs like Spotify that wish to display
22 lyrics for WCM's titles must now obtain Lyric Data Services from Musixmatch at
23 whatever cost it imposes, even those DSPs that previously sourced Lyric Data from
24 LyricFind or others at a fraction of the price. As WCM confirmed to LyricFind, under
25 the Exclusive, "all DSPs/partners can only source WCM lyrics from Musixmatch and
26 would need to remove lyric data from other sources." The WCM-Musixmatch
27 Exclusive thus purports to prevent DSPs from sourcing Lyric Data from LyricFind
28

1 or other providers, generating it themselves, or, incredulously, even obtaining it from
2 the songwriters, artists, or even co-publishers who own the lyric rights.

3 137. The WCM-Musixmatch Exclusive was not the byproduct of any
4 legitimate business needs, but rather a coordinated effort among TPG, Musixmatch,
5 and WCM to purchase market exclusivity for a substantial price. Upon information
6 and belief, Musixmatch entered into the Exclusive at the direction of TPG, which
7 after failing to acquire LyricFind, directly orchestrated and approved of the Exclusive
8 as an alternative means of boosting Musixmatch's value. Far from a passive owner,
9 TPG was directly involved in trying to end the competitive threat that LyricFind
10 posed to Musixmatch—first, by seeking to acquire LyricFind; second, by illegally
11 leaking LyricFind's confidential information to Spotify, and third, by orchestrating
12 the WCM-Musixmatch Exclusive that would foreclose LyricFind from the Relevant
13 Markets.

14 138. Further underscoring the anticompetitive nature of the Exclusive, WCM
15 never asked LyricFind for a competing bid. LyricFind first learned of the Exclusive
16 when WCM informed LyricFind it was terminating its ability to provide Lyric Data
17 Services and Lyric Rights Licensing for WCM titles. Furthermore, Musixmatch and
18 WCM have yet to announce the agreement to the public, as would be expected with
19 an agreement of this magnitude.

20 139. The WCM-Musixmatch Exclusive is unprecedented in the lyric services
21 industry. Never before has a music publisher granted a single lyric services provider
22 the exclusive right to provide Lyric Data Services for its catalog, much less the
23 exclusive right to provide *both* Lyric Data Services and Lyric Rights Licensing.

24 140. As discussed above, given the scope of WCM's catalog and the
25 commercial need for DSPs to display WCM's lyrics, the only option for most DSPs
26 will be to contract with Musixmatch, effectively excluding LyricFind, and all other
27 providers, from the Relevant Markets while threatening their ability to remain
28 operational. Having rid itself of competition and cemented its monopoly through the

1 WCM-Musixmatch Exclusive, Musixmatch will be free to raise prices for Lyric Data
2 Services and Lyric Rights Licensing to supracompetitive levels.

3 141. Unsurprisingly, WCM and Musixmatch have not publicly announced
4 the existence or specific terms of the WCM-Musixmatch Exclusive, despite their
5 practice of publicly announcing commercial deals. Indeed, Musixmatch announced
6 a deal regarding the licensing of its lyric video service on March 21, 2024, the day
7 after executing the WCM-Musixmatch Exclusive.

8 142. There is no legitimate, pro-competitive justification for the WCM-
9 Musixmatch Exclusive. Its sole goal is to exclude competition for Lyric Data
10 Services and Lyric Rights Licensing, particularly from LyricFind, whose viability as
11 a business is now at risk.

12 143. While the WCM-Musixmatch Exclusive will foreclose competition on
13 its own, Musixmatch also has pursued additional Lyric Rights Licensing and Lyric
14 Data Services exclusives with other notable music publishers to reenforce its market
15 power. On information and belief, in May 2024 Musixmatch proposed that Reservoir
16 Media, a large independent music publisher based in New York City, enter into an
17 exclusive deal similar to the WCM-Musixmatch Exclusive. Musixmatch also
18 approached Downtown Music Publishing, another New York City-based publisher,
19 for a similar exclusive deal. Upon information and belief, both music publishers
20 rejected Musixmatch's anticompetitive proposals.

21 **D. LyricFind Is Cut-Off from Servicing WCM's Catalog.**

22 144. Prior to the WCM-Musixmatch Exclusive, LyricFind and WCM had
23 worked together successfully for more than fifteen years. LyricFind considered its
24 relationship with WCM to be excellent, one of its strongest with any music publisher,
25 and was not aware of any concerns from WCM about its performance.

26 145. LyricFind's relationship with WCM had been governed by written
27 agreements since 2008. Most recently, LyricFind and WCM entered into an
28 agreement in 2018 (the "2018 Agreement") that has been extended on a biennial basis

1 on mutually agreed terms. The 2018 Agreement authorized LyricFind, on a non-
2 exclusive basis, to display, and to authorize third party sub-licensees to display,
3 WCM-owned lyrics—that is, to provide Lyric Data Services and Lyric Rights
4 Licensing for WCM’s titles. Generally, there were no limitations to the length or
5 terms of any third-party sublicense granted by LyricFind under the 2018 Agreement,
6 and WCM’s custom and practice was to permit LyricFind to enter into sublicenses at
7 any time during the term of its agreement with WCM, and to grant sublicenses that
8 extended beyond the term of the 2018 Agreement. In December 2023, WCM
9 confirmed in writing that it would renew the terms of the 2018 Agreement through
10 June 30, 2024.

11 146. Nonetheless, after entering into the WCM-Musixmatch Exclusive,
12 WCM terminated LyricFind’s right to provide Lyric Data Services and Lyric Rights
13 Licensing for WCM’s titles. LyricFind was told that, based on the Exclusive, (i)
14 LyricFind must stop providing Lyric Data Services for WCM titles by March 20,
15 2025, and (ii) LyricFind’s customers must remove any WCM-owned Lyric Data
16 provided by LyricFind, or any other non-Musixmatch entity, by that same date. Thus,
17 after March 20, 2025, DSPs wishing to display Lyric Data for WCM titles will be
18 forced to contract with Musixmatch, and Musixmatch alone, at monopolistic prices.

19 147. In addition to foreclosing LyricFind and other providers from future
20 competition, the Exclusive’s March 20, 2025 cut-off date will force LyricFind to
21 breach its existing customer contracts. Because the March 20, 2025 cut-off date
22 precedes the termination date for many of the sublicenses that LyricFind issued under
23 the 2018 Agreement, this purported deadline will cause LyricFind to breach its
24 existing contractual terms with its customers.

25 148. LyricFind reasonably agreed to multi-year contract terms with its
26 customers, consistent with its long-standing practice for WCM and other publishers,
27 because the 2018 Agreement did not limit the length of the sublicenses that LyricFind
28

1 could issue. Nothing in the 2018 Agreement permitted WCM to cap the term of
2 LyricFind's sublicenses, much less do so retroactively.

3 **E. Spotify is Forced to Sublicense WCM's Lyric Rights from**
4 **Musixmatch.**

5 149. Becoming the exclusive *sub*-licensor of lyric rights for WCM was not
6 enough for Musixmatch, as it feared DSPs might still evade its monopoly if they
7 could obtain lyric rights licenses directly from WCM. Indeed, before the Exclusive,
8 Spotify had been working to obtain Lyric Rights Licensing directly from Universal,
9 Sony, and Kobalt and, on information and belief, eventually obtained direct licenses
10 from each. Spotify had also been negotiating a direct licensing agreement with WCM,
11 and on information and belief, was close to executing that agreement before the
12 Exclusive.

13 150. WCM's provision of direct licenses risked undercutting the Exclusive's
14 anticompetitive goals because DSPs who obtained direct licenses from WCM would
15 be one step closer to displaying WCM's lyrics without Musixmatch's involvement,
16 as they could potentially source Lyric Data from other providers.

17 151. To foreclose that possibility, and fully corner the Relevant Markets,
18 TPG and Musixmatch took the additional step of ensuring that WCM would not
19 provide direct licenses to Spotify and instead would force Spotify to obtain both Lyric
20 Rights Licensing *and* Lyric Data Services from Musixmatch.

21 152. By granting Musixmatch exclusivity over both Lyric Data Services and
22 Lyric Rights Licensing for WCM's titles, the Exclusive doubly ensures that DSPs
23 like Spotify will be forced to contract with Musixmatch, as each type of exclusivity
24 reenforces the other. Before the Exclusive, customers were free to source Lyric Data
25 Services and Lyric Rights Licensing separately. For example, some DSPs obtained
26 Lyric Rights Licensing directly from major publishers while separately obtaining
27 Lyric Data Services from LyricFind or Musixmatch. Now, Defendants have ended
28

1 this separation for WCM's titles by effectively requiring Spotify and other DSPs to
2 obtain both Lyric Rights Licensing and Lyric Data Services from Musixmatch.

3 153. This *de facto* bundling of Lyric Rights Licensing and Lyric Data
4 Services reinforces Musixmatch's dominance, and eliminates competition, in each
5 Relevant Market. Because most DSPs use only one lyric service provider, a DSP that
6 is forced to obtain Lyric Rights Licensing from Musixmatch will also generally use
7 Musixmatch for Lyric Data Services. And vice versa: a DSP that is forced to obtain
8 Lyric Data Services from Musixmatch will generally also use Musixmatch for Lyric
9 Rights Licensing.

10 154. The Exclusive also empowers Musixmatch to leverage its exclusive
11 access to WCM's catalog to ensure it becomes DSPs' sole lyrics provider.
12 Musixmatch can now force DSPs that use other or multiple lyric providers—or might
13 wish to do so in the future—to forego those relationships, and work exclusively with
14 Musixmatch, as a condition of receiving WCM-controlled lyrics. This would
15 foreclose competition for virtually all DSPs' business, including the few DSPs that
16 have sourced lyrics from LyricFind and Musixmatch simultaneously.

17 **V. MUSIXMATCH HAS MARKET POWER IN THE RELEVANT**
18 **MARKETS**

19 155. By virtue of Musixmatch's market shares in the Relevant Markets, and
20 the barriers to entry and switching costs in each, Musixmatch possesses, and at all
21 relevant times has possessed, monopoly power in the Lyric Data Services Market and
22 market power in the Lyric Rights Licensing Market. In both Relevant Markets,
23 Musixmatch has possessed the power to control prices and/or exclude competition.

24 **A. Musixmatch's Monopoly in the Lyric Data Services Market**

25 156. Musixmatch controls approximately 80% of the global Lyric Data
26 Services Market and has possessed a similarly large market share for several years.
27 Musixmatch provides Lyric Data Services to approximately 82% of DSPs on a global
28

basis by streaming revenue and, as shown in Table B below, has agreements with six of the seven largest DSPs, which account for more than 90% of global subscribers.

Table B – Major DSPs and Their Lyric Service Providers

DSP	Global Subscribers ¹	Subscriber Share in the U.S. ²	Lyric Services Provider
Spotify	239 million globally	36%	Musixmatch
Apple	92 million globally	30.7%	Musixmatch
Amazon	83 million globally	23.8%	Musixmatch & LyricFind
YouTube Music	100 million globally (global data is in combination with YouTube Premium)	6.8%	Musixmatch & LyricFind
Tidal	Unknown	0.5%	Musixmatch
Pandora	6 million paid subscribers (46 million monthly active users) (U.S. only)	1.9%	LyricFind
JioSaavn	100 million active users (not subscribers)	N/A	Musixmatch

157. In addition to the DSPs listed above, Musixmatch is also the current provider of Lyric Data Services to two of the largest social media platforms, Meta (Facebook/Instagram) and Snapchat, which incorporate Lyric Data Services to allow users to edit and create videos that include synced lyrics. Social media companies

¹ Based on the data available for each DSP between 2022 and 2024.

² Based on report dated July 2024.

1 like Meta and Snapchat are significant sources of revenue for music publishers and
2 Lyric Data Service providers, and key music consumption platforms.

3 158. In addition to Musixmatch's high market share, the Lyric Data Services
4 Market is characterized by significant barriers to entry, as described above. There
5 have been few, if any, new entrants into the Lyric Data Services Market for at least
6 the last ten years. The lack of entry is due to the millions of dollars in capital
7 investment required to obtain and maintain a competitive database of Lyric Data.

8 159. The Lyric Data Services Market is also characterized by significant
9 barriers to entry in the form of switching costs, as described above. Once a customer
10 begins sourcing Lyric Data Services from a given provider, there are substantial costs
11 related to switching to a competitor; namely, engineering a solution that will be
12 compatible with a new provider's technologies. For many customers, this switching
13 cost is prohibitive and, in most cases, allows the incumbent provider to maintain their
14 position absent a breakdown in business relations.

15 160. As a result of the above-described barriers to entry and switching costs,
16 Musixmatch's market power in the Lyric Data Services Market has been durable. On
17 information and belief, Musixmatch has maintained at least 80% of the Lyric Data
18 Services Markets for years.

19 161. The WCM-Musixmatch Exclusive and the other anticompetitive
20 conduct described herein will further foreclose competition for Lyric Data Services,
21 reenforcing Musixmatch's monopoly and allowing it to raise prices to
22 supracompetitive levels.

23 **B. Musixmatch's Market Power in the Lyric Rights Licensing**
24 **Market and Its Monopolization of the Sublicensing**
25 **Submarket**

26 162. Upon information and belief, Musixmatch controls approximately 31%
27 of the global Lyric Rights Licensing Market by licensing revenue, and approximately
28 66% of Lyric Rights Sublicensing Submarket. As in the Lyric Data Services Market,

1 approximately 82% of DSPs on a global basis by streaming revenue use Musixmatch
2 for Lyric Rights Licensing, as do six of the seven largest DSPs by global subscribers.
3 At all relevant times, Musixmatch has had the ability to raise prices or reduce output
4 in the Lyric Rights Licensing Market and the Lyric Rights Sublicensing Submarket
5 above the competitive level without losing significant market share.

6 163. The Exclusive seeks to expand Musixmatch's market power in the Lyric
7 Rights Licensing Market into monopoly power, and cement Musixmatch's monopoly
8 power in the Lyric Rights Sublicensing Submarket. As described above, due to the
9 technical infrastructure associated with Lyric Rights Licensing and the other
10 switching costs, most DSPs source Lyric Rights Licensing from a single lyric
11 services provider and use the same provider for both Lyric Rights Licensing and
12 Lyric Data Services.

13 164. Thus, by forcing DSPs to obtain Lyric Data Services from Musixmatch,
14 the Exclusive practically ensures that DSPs will also obtain Lyric Rights Licensing
15 from Musixmatch, as DSPs will have no reason to source Lyric Rights Licensing
16 separately from LyricFind. As DSPs are forced to switch to (or stay with)
17 Musixmatch for Lyric Data Services, Musixmatch will also take control of the share
18 of the Lyric Rights Licensing Market previously serviced by LyricFind, transforming
19 Musixmatch's market-power into a monopoly.

20 165. The WCM-Musixmatch Exclusive thus leverages Musixmatch's
21 monopoly in the Lyric Data Services market to expand its market power in the Lyric
22 Rights Licensing Market and Lyric Rights Sublicensing Submarket, making it all but
23 inevitable that Musixmatch will achieve monopoly power in each Relevant Market.

24 **VI. DEFENDANTS HAVE FORECLOSED COMPETITION IN THE**
25 **RELEVANT MARKETS AND CAUSED MARKETWIDE HARM**

26 166. TPG's and Musixmatch's anticompetitive conduct has foreclosed
27 competition in the Relevant Markets and cemented Musixmatch's monopoly in the
28 Lyric Data Services Market and Lyric Rights Licensing Submarket, resulting in

1 damages to LyricFind that may exceed \$1 billion post-trebling. Defendants' conduct
2 has also harmed virtually every stakeholder in the Relevant Markets except for
3 Defendants and their co-conspirators. This includes LyricFind, other lyric service
4 providers, DSPs, DSP users, other music publishers, and musicians themselves.

5 167. The harm to LyricFind, as well as other minor and potential lyric service
6 providers, such as Genuis, is substantial. Defendants have precluded LyricFind and
7 other providers from competing for DSPs' business in both the Lyric Data Services
8 Market and Lyric Rights Licensing Market. The harm to LyricFind is particularly
9 notable given the LyricFind was deprived of a rare and lucrative opportunity to
10 replace Musixmatch as Spotify's provider of Lyric Data Services and Lyric Rights
11 Licensing.

12 168. The WCM-Musixmatch Exclusive forecloses virtually all current and
13 potential business opportunities in the Relevant Markets for all providers other than
14 Musixmatch. For example, 95% of LyricFind's present customers, which accounted
15 for more than 97% of its 2023 revenue, use LyricFind to obtain either Lyric Rights
16 Licensing or Lyric Data Services for WCM songs. By barring everyone other than
17 Musixmatch from servicing WCM's catalog, the WCM-Musixmatch Exclusive will
18 make it near-impossible for anyone but Musixmatch to compete for new contracts,
19 or maintain their existing contracts long-term.

20 169. Indeed, one significant DSP, iHeartRadio, recently cut off contract
21 renewal negotiations with LyricFind as a result of the Exclusive. Despite once-
22 promising negotiations, iHeartRadio ultimately declined to renew with LyricFind
23 once it learned that LyricFind would no longer be able to provide lyrics for WCM's
24 catalog. In late September and early October, 2024 iHeartRadio's President of
25 Business Development & Strategic Partnerships, Michael Biondo, explained that
26 iHeartRadio could not continue sourcing lyrics from LyricFind if LyricFind lacked
27 the ability to service WCM's titles. Upon information belief, iHeartRadio then signed
28

1 with Musixmatch at a price over five times higher than what iHeartRadio had been
2 paying LyricFind, as now only Musixmatch could service WCM's catalog.

3 170. As a result of Defendants' anticompetitive conduct, LyricFind has
4 suffered damages including, but not limited to, lost profits based on both existing and
5 potential business opportunities that were eliminated, as well as decreased enterprise
6 value. This includes the lost profits associated with LyricFind's loss of the Spotify
7 business. Given LyricFind's enterprise value before the Exclusive, and the fact that
8 its viability as a business is now at risk, LyricFind estimates that it will have suffered
9 damages exceeding \$1 billion after automatic trebling.

10 171. The anticompetitive conduct described herein harms other actual and
11 potential competitors in the Relevant Markets too. Because of the WCM-Musixmatch
12 Exclusive, no lyric service provider other than Musixmatch will be able to offer a full
13 catalog of Lyric Data Services or Lyric Rights Licensing to DSPs customers, and
14 thus will be foreclosed from meaningfully competing in both Relevant Markets.

15 172. Defendants' scheme also will cause substantial harm to customers in the
16 Relevant Markets, particularly DSPs. By foreclosing competition, Musixmatch will
17 be able to eliminate choice and charge supracompetitive prices for both Lyric Data
18 Services and Lyric Rights Licensing. By reducing overall market output and
19 eliminating competitors, Musixmatch has been able, and will continue to be able, to
20 keep prices above what they would be in a competitive market. Customers, including
21 DSPs like Spotify, Tidal, Apple, Google, and Amazon, will end up paying higher
22 prices in both Relevant Markets.

23 173. Musixmatch's dominance in the Relevant Markets harms consumers
24 globally and in this district. By increasing the costs of Lyric Rights Licensing and
25 Lyric Data Services, DSPs and other music service providers will end up charging
26 consumers more for their music streaming services. There is also a substantial
27 likelihood of reduced quality of service and innovation in the Lyric Rights Licensing
28 and Lyric Data Services markets. For instance, if a DSP chooses not to deal with

1 Musixmatch due to higher monopolistic prices, consumers will lose access to a range
2 of lyrics on that DSP's services.

3 174. Defendants' scheme also harms other music publishers and songwriters.
4 Because of the WCM-Musixmatch Exclusive, music publishers that share ownership
5 of a work with WCM will be forced to accept Musixmatch as the provider of Lyric
6 Data Services for any shared works. Publishers and songwriters that wish to have
7 their lyrics provided to DSPs will be forced to accept lower payments for their works
8 due to the lack of competition in the Relevant Markets.

9 175. Defendants' scheme will particularly harm independent songwriters.
10 Musixmatch already exploits these artists by forcing them to pay for Musixmatch Pro
11 to have their lyrics displayed on DSPs, particularly Spotify and Meta. LyricFind
12 provides the only meaningful competition to Musixmatch Pro by offering a *free*
13 service that helps independent artists get their lyrics on DSPs. By excluding
14 LyricFind and other providers from the Relevant Markets, Musixmatch will be free
15 to charge songwriters significantly more for a service LyricFind offers for free, both
16 raising costs for songwriters and reducing output for consumers.

17 176. Defendants' conduct lacks any plausible procompetitive benefits or
18 justifications, and none exist that would outweigh the anticompetitive effects of
19 Defendants' scheme. The Exclusive, and TPG and Musixmatch's surrounding
20 scheme, are neither necessary nor reasonably tailored to any legitimate pro-
21 competitive goal. They only serve to increase Musixmatch's dominance and restrict
22 competition in the Relevant Markets in violation of Sections 1 and 2 of the Sherman
23 Act and the other laws set forth below.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**VIOLATION OF SECTION 1 OF THE SHERMAN ACT, 15 U.S.C. § 1
(AGAINST TPG AND MUSIXMATCH)**

177. LyricFind re-alleges and incorporates by reference each of the allegations set forth above.

178. As alleged above, TPG, Musixmatch, and WCM conspired to effectuate the WCM-Musixmatch Exclusive and surrounding anticompetitive scheme, with the effect of unreasonably restraining trade and commerce in both the Lyric Data Services Market and Lyric Rights Licensing Market.

179. The WCM-Musixmatch Exclusive and surrounding conspiracy constitute unlawful agreements, contracts, and concerted activity that unreasonably restrain trade in both the Lyric Data Services Market and Lyric Rights Licensing Market in violation of Section 1 of the Sherman Act.

180. The WCM-Musixmatch Exclusive and surrounding conspiracy foreclose a substantial share of competitors, and had anticompetitive effects, in both Relevant Markets.

181. The WCM-Musixmatch Exclusive and surrounding conspiracy have no procompetitive benefits or justification. Their anticompetitive effects outweigh any purported procompetitive justifications.

182. As a result of the WCM-Musixmatch Exclusive and the surrounding conspiracy, and the harm to competition they caused, LyricFind has suffered substantial injuries to its business and property in an amount to be proven at trial and automatically trebled, as provided by 15 U.S.C. § 15.

183. LyricFind is also entitled to recover from Defendants the costs of suit, including reasonable attorneys' fees, as provided by 15 U.S.C. § 15.

SECOND CAUSE OF ACTION
MONOPOLIZATION OF THE LYRIC DATA SERVICES MARKET IN
VIOLATION OF SECTION 2 OF THE SHERMAN ACT, 15 U.S.C. § 2
(AGAINST TPG AND MUSIXMATCH)

184. LyricFind re-alleges and incorporates by reference each of the allegations set forth above.

185. Musixmatch and TPG have monopolized the Lyric Data Services Market in violation of Section 2 of the Sherman Act.

186. At all relevant times, Musixmatch possessed monopoly power in the Lyric Data Services Market, as demonstrated by its high market share, barriers to entry, Musixmatch's actual exclusion of competition, and its ability to charge supracompetitive prices in the Lyric Data Services Market.

187. Through the scheme described above, and other conduct likely to be revealed in discovery, Musixmatch and TPG have willfully and unlawfully maintained and enhanced Musixmatch's monopoly power in the Lyric Data Services Market. Musixmatch's and TPG's conduct constitutes exclusionary conduct within the meaning of Section 2 of the Sherman Act.

188. Musixmatch and TPG have suppressed competition and produced anticompetitive effects in the Lyric Data Services Market, including causing LyricFind's antitrust injury and damages.

189. Musixmatch's and TPG's monopolistic conduct has no procompetitive benefit or justification. The anticompetitive effects of their monopolistic conduct outweigh any purported procompetitive justifications.

190. TPG is liable with Musixmatch for monopolizing the Lyric Data Services Market because TPG, as Musixmatch's parent, participated in, directed, approved, and furthered the monopolistic scheme.

191. As a result of Musixmatch's and TPG's monopolistic conduct, and the harm to competition caused by it, LyricFind has suffered substantial injuries to its

1 business and property in an amount to be proven at trial and automatically trebled, as
 2 provided by 15 U.S.C. § 15.

3 192. LyricFind is also entitled to recover from Musixmatch and TPG the
 4 costs of suit, including reasonable attorneys' fees, as provided by 15 U.S.C. § 15.

5 **THIRD CAUSE OF ACTION**
 6 **ATTEMPTED MONOPOLIZATION OF THE LYRIC DATA SERVICES**
 7 **MARKET IN VIOLATION OF SECTION 2 OF THE SHERMAN ACT,**
 8 **15 U.S.C. § 2**
 9 **(AGAINST TPG AND MUSIXMATCH)**

10 193. LyricFind re-alleges and incorporates by reference each of the
 11 allegations set forth above.

12 194. As alleged above, Musixmatch and TPG have attempted to monopolize
 13 the Lyric Data Services Market in violation of Section 2 of the Sherman Act.

14 195. Musixmatch possesses substantial market power in the Lyric Data
 15 Services Market, as demonstrated by its high market share, its actual exclusion of
 16 competition, and its ability to charge supracompetitive prices in the Lyric Data
 17 Services Market.

18 196. Musixmatch and TPG have been implementing the anticompetitive
 19 scheme set forth above, and other conduct likely to be revealed in discovery, with the
 20 specific intent to monopolize the Lyric Data Services Market. Musixmatch's and
 21 TPG's scheme constitutes exclusionary conduct, within the meaning of Section 2 of
 22 the Sherman Act.

23 197. There is a dangerous probability that Musixmatch and TPG will succeed
 24 in unlawfully extending Musixmatch's monopoly in the Lyric Data Services Market
 25 through its anticompetitive scheme.

26 198. Musixmatch's and TPG's scheme has suppressed competition and has
 27 produced anticompetitive effects in the Lyric Data Services Market, including
 28 LyricFind's antitrust injury and damages.

1 199. Musixmatch's and TPG's conduct has no procompetitive benefit or
2 justification; even if they were to argue it did, the anticompetitive effects of their
3 behavior outweigh any purported procompetitive justifications.

4 200. TPG is liable with Musixmatch for attempting to monopolize the Lyric
5 Data Services Market because TPG, as Musixmatch's parent, participated in,
6 directed, approved, and furthered the monopolistic scheme.

7 201. As a result of Musixmatch's and TPG's conduct, and the harm to
8 competition caused by it, LyricFind has suffered substantial and continuing injuries
9 to its business and property in an amount to be proven at trial and automatically
10 trebled, as provided by 15 U.S.C. § 15.

11 202. LyricFind is also entitled to recover from Musixmatch and TPG the
12 costs of suit, including reasonable attorneys' fees, as provided by 15 U.S.C. § 15.

13 **FOURTH CAUSE OF ACTION**
14 **MONOPOLY LEVERAGING OF THE LYRIC DATA SERVICES MARKET**
15 **IN VIOLATION OF SECTION 2 OF THE SHERMAN ACT,**
16 **15 U.S.C. § 2**
(AGAINST TPG AND MUSIXMATCH)

17 203. LyricFind re-alleges and incorporates by reference each of the
18 allegations set forth above.

19 204. Musixmatch and TPG have leveraged Musixmatch's monopoly power
20 in the Lyric Data Services Market to obtain or attempt to obtain a monopoly in the
21 Lyric Rights Licensing Market and Lyric Rights Sublicensing Submarket in violation
22 of Section 2 of the Sherman Act.

23 205. At all relevant times, Musixmatch possessed monopoly power in the
24 Lyric Data Services Market, as demonstrated by its high market share, barriers to
25 entry, Musixmatch's actual exclusion of competition, and its ability to charge
26 supracompetitive prices in the Lyric Data Services Market.

206. Through the scheme described above, and other conduct likely to be revealed in discovery, Musixmatch and TPG willfully abused Musixmatch's monopoly power in the Lyric Data Services Market with the specific intent, and dangerous probability of success, of monopolizing the Lyric Rights Licensing Market and Lyric Rights Sublicensing Submarket.

207. Musixmatch and TPG have suppressed competition and produced anticompetitive effects in Lyric Data Services Market and Lyric Rights Licensing Market, including causing LyricFind's antitrust injury and damages.

208. Musixmatch's and TPG's monopolistic conduct has no procompetitive benefit or justification. The anticompetitive effects of their monopolistic conduct outweigh any purported procompetitive justifications.

209. TPG is liable with Musixmatch for monopoly leveraging because TPG, as Musixmatch's parent, participated in, directed, approved, and furthered the monopolistic scheme.

210. As a result of Musixmatch's and TPG's monopolistic conduct, and the harm to competition caused by it, LyricFind has suffered substantial injuries to its business and property in an amount to be proven at trial and automatically trebled, as provided by 15 U.S.C. § 15.

211. LyricFind is also entitled to recover from Musixmatch and TPG the costs of suit, including reasonable attorneys' fees, as provided by 15 U.S.C. § 15.

FIFTH CAUSE OF ACTION
MONOPOLIZATION OF THE LYRIC RIGHTS SUBLICENSING
SUBMARKET IN VIOLATION OF SECTION 2 OF THE SHERMAN ACT,
15 U.S.C. § 2
(AGAINST TPG AND MUSIXMATCH)

212. LyricFind re-alleges and incorporates by reference each of the allegations set forth above.

1 213. Musixmatch and TPG have monopolized the Lyric Rights Sublicensing
2 Submarket in violation of Section 2 of the Sherman Act.

3 214. Musixmatch possesses monopoly power in Lyric Rights Sublicensing
4 Submarket, as demonstrated by its high market share, its actual exclusion of
5 competition, and its ability to charge supracompetitive prices in the Lyric Rights
6 Sublicensing Submarket.

7 215. Through the scheme described above, and other conduct likely to be
8 revealed in discovery, Musixmatch and TPG have willfully and unlawfully
9 maintained and enhanced Musixmatch's monopoly power in the Lyric Rights
10 Sublicensing Submarket. Musixmatch's and TPG's conduct constitutes exclusionary
11 conduct within the meaning of Section 2 of the Sherman Act.

12 216. Musixmatch and TPG have suppressed competition and produced
13 anticompetitive effects in the Lyric Rights Sublicensing Submarket, including
14 causing LyricFind's antitrust injury and damages.

15 217. Musixmatch's and TPG's monopolistic conduct has no procompetitive
16 benefit or justification. The anticompetitive effects of their monopolistic conduct
17 outweigh any purported procompetitive justifications.

18 218. TPG is liable with Musixmatch for monopolizing the Lyric Rights
19 Sublicensing Submarket because TPG, as Musixmatch's parent, participated in,
20 directed, approved, and furthered the monopolistic scheme

21 219. As a result of Musixmatch's and TPG's conduct, and the harm to
22 competition caused by it, LyricFind has suffered substantial and continuing injuries
23 to its business and property in an amount to be proven at trial and automatically
24 trebled, as provided by 15 U.S.C. § 15.

25 220. LyricFind is also entitled to recover from Musixmatch and TPG the
26 costs of suit, including reasonable attorneys' fees, as provided by 15 U.S.C. § 15.

SIXTH CAUSE OF ACTION
ATTEMPTED MONOPOLIZATION OF THE LYRIC RIGHTS
SUBLICENSING SUBMARKET IN VIOLATION OF SECTION 2 OF THE
SHERMAN ACT,
15 U.S.C. § 2
(AGAINST TPG AND MUSIXMATCH)

221. LyricFind re-alleges and incorporates by reference each of the allegations set forth above.

222. As alleged above, Musixmatch and TPG have attempted to monopolize the Lyric Rights Sublicensing Submarket in violation of Section 2 of the Sherman Act.

223. Musixmatch possesses substantial market power in the Lyric Rights Sublicensing Submarket, as demonstrated by its high market share, its actual exclusion of competition, and its ability to charge supracompetitive prices.

224. Musixmatch and TPG have been implementing the anticompetitive scheme set forth above, and other conduct likely to be revealed in discovery, with the specific intent to monopolize the Lyric Rights Sublicensing Submarket. Musixmatch's scheme constitutes exclusionary conduct, within the meaning of Section 2 of the Sherman Act.

225. There is a dangerous probability that Musixmatch and TPG will succeed in obtaining monopoly power in the Lyric Rights Sublicensing Submarket through their anticompetitive scheme.

226. Musixmatch's and TPG's scheme has suppressed competition and produced anticompetitive effects in the Lyric Rights Sublicensing Submarket, including LyricFind's antitrust injury and damages.

227. Musixmatch's and TPG's conduct has no procompetitive benefit or justification; even if they were to argue it did, the anticompetitive effects of their behavior outweigh any purported procompetitive justifications.

228. TPG is liable with Musixmatch for attempting to monopolize the Lyric Rights Sublicensing Submarket because TPG, as Musixmatch's parent, participated in, directed, approved, and furthered the monopolistic scheme

229. As a result of Musixmatch's and TPG's conduct, and the harm to competition caused by it, LyricFind has suffered substantial and continuing injuries to its business and property in an amount to be proven at trial and automatically trebled, as provided by 15 U.S.C. § 15.

230. LyricFind is also entitled to recover from Musixmatch and TPG the costs of suit, including reasonable attorneys' fees, as provided by 15 U.S.C. § 15.

231.

SEVENTH CAUSE OF ACTION
AGREEMENT IN VIOLATION OF CALIFORNIA CARTWRIGHT ACT,
CAL. BUS. & PROF. CODE §§ 16720 ET SEQ.
(AGAINST TPG AND MUSIXMATCH)

232. LyricFind re-alleges and incorporates by reference each of the allegations set forth above.

233. TPG and Musixmatch's actions, in particular their "buy or bury" scheme and conspiracy to effectuate the WCM-Musixmatch Exclusive, constituted concerted action that was an unreasonable restraint of trade or commerce throughout California and the United States in violation of the Cartwright Act, § 16720 of the California Business and Professions Code. The WCM-Musixmatch Exclusive had the purpose of eliminating competition in the Relevant Markets and ensuring that Musixmatch maintained its monopoly in the Lyric Data Services Market.

234. Plaintiff LyricFind has been injured as a direct and proximate result of the WCM-Musixmatch Exclusive and surrounding conduct. In addition, customers and suppliers in the Relevant Markets have been harmed by the actions of Defendants, and that harm is ongoing. The unlawful conspiracy between TPG, Musixmatch, and WCM has had the effect of increasing prices and/or limiting supply in the Relevant Markets, as well as reducing innovation in the market.

235. As a result of Defendants' conduct, and the harm to competition caused by it, LyricFind has suffered substantial injuries to its business and property in an amount to be proven at trial and automatically trebled, as provided by the Cartwright Act.

236. LyricFind is also entitled to recover from Defendants the costs of suit, including reasonable attorneys' fees, as provided by § 16750(a) of the California Business and Professions Code.

**EIGHTH CAUSE OF ACTION UNFAIR COMPETITION IN VIOLATION
OF CALIFORNIA'S UNFAIR COMPETITION LAW, CAL. BUS. & PROF.
CODE §§ 17200 ET SEQ.
(AGAINST TPG AND MUSIXMATCH)**

237. LyricFind re-alleges and incorporates by reference each of the allegations set forth above.

238. As set forth above, Defendants have engaged, and continue to engage in, unlawful and unfair business acts or practices in violation of California Business and Professions Code §§ 17200 et seq. ("California's Unfair Competition Law").

239. Defendants have violated the Sherman Act, Clayton Act, and the Cartwright Act and thus Defendants have violated California's Unfair Competition Law.

240. Defendants' acts and business practices, whether or not in violation of the Sherman Act, Clayton Act, or Cartwright Act, constitute unfair methods of competition in violation of California's Unfair Competition Law.

241. Defendants' acts and business practices are otherwise unfair within the meaning of California's Unfair Competition Law, and thus Defendants have violated California's Unfair Competition Law.

242. As a result of Defendants' violations of California Business and Professions Code § 17200, Defendants have been unjustly enriched at LyricFind's expense. The unjust enrichment continues to accrue as the unlawful and unfair

1 business acts and practices continue. Therefore, LyricFind is entitled to obtain
2 restitutionary disgorgement in an amount to be determined at trial.

3 243. Defendants should also be permanently enjoined from continuing their
4 violations of California Business and Professions Code § 17200, as provided by
5 § 17203 of the California Business and Professions Code. Without injunctive relief,
6 LyricFind will continue to suffer irreparable injury as a result of Defendants'
7 unlawful conduct. LyricFind's remedy at law is not by itself adequate to compensate
8 LyricFind for the harm inflicted and threatened by Defendants.

9
10 **NINTH CAUSE OF ACTION**
11 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC**
12 **ADVANTAGE**
13 **(AGAINST TPG AND MUSIXMATCH)**

14 244. LyricFind re-alleges and incorporates by reference each of the
15 allegations set forth above.

16 245. At the time that TPG and Musixmatch conspired with WCM to
17 effectuate the WCM-Musixmatch Exclusive, both LyricFind and Musixmatch were
18 engaged in negotiations with Spotify and iHeartRadio as described above, and both
19 LyricFind and Musixmatch anticipated engaging in similar negotiations with other
20 DSPs. The combined value of the Spotify and iHeartRadio business to LyricFind,
21 while subject to proof at trial, was tens of millions of dollars.

22 246. Defendants were aware of LyricFind's negotiations with Spotify and
23 iHeartRadio, and its existing and prospective negotiations with other DSPs, and
24 undertook the anticompetitive and unlawful scheme described herein to undermine
25 LyricFind's negotiations and ensure that Musixmatch, not LyricFind, was awarded
26 these contracts.

27 247. With respect to Spotify, TPG and Musixmatch first wrongfully
28 disclosed to Spotify confidential information belonging to LyricFind in breach of the
NDA and in a misguided attempt to disrupt LyricFind's and Spotify's ongoing
negotiations. Then, after orchestrating the WCM-Musixmatch Exclusive,

1 Musixmatch informed Spotify about the unlawful and anticompetitive
2 WCM-Musixmatch Exclusive to discredit LyricFind, and interfere with LyricFind's
3 prospective commercial relationship with Spotify, by indicating that LyricFind no
4 longer had access to WCM's lyric catalog.

5 248. Through their conduct, Defendants intended to, and did, disrupt
6 LyricFind's relationship with Spotify, iHeartRadio, and other DSPs to favor
7 Musixmatch.

8 249. LyricFind's relationships with Spotify and iHeartRadio were ultimately
9 disrupted by Defendants' scheme, as Spotify and iHeartRadio informed LyricFind
10 they could not award LyricFind their business because of the WCM-Musixmatch
11 Exclusive, and instead awarded their business to Musixmatch.

12 250. LyricFind has been injured in its business or property through the loss
13 of past, present, and future profits, by the loss of customers and potential customers,
14 by the loss of goodwill and product image, and by the prospective destruction of its
15 business. Defendants' conduct was a substantial factor in causing this harm.

16 251. Defendants' conduct was intentional and deprived LyricFind of
17 business opportunities in violation of the law and otherwise caused injury and was
18 despicable conduct that subjected LyricFind to cruel and unjust hardship and
19 oppression in conscious disregard of its rights, so as to justify an award of exemplary
20 and punitive damages.

21 **TENTH CAUSE OF ACTION**
22 **BREACH OF CONTRACT**
23 **(AGAINST TPG AND MUSIXMATCH)**

24 252. LyricFind re-alleges and incorporates by reference each of the
25 allegations set forth above.

26 253. LyricFind and TPG entered into the NDA in connection with a possible
27 transaction between the parties.
28

1 254. The NDA is a viable and existing agreement between and among
2 LyricFind and TPG.

3 255. Pursuant to the terms of the NDA, LyricFind agreed to provide its
4 Confidential Information (as that term is defined in the NDA) to TPG in exchange
5 for TPG's agreement that TPG and its authorized "Representatives" were prohibited
6 from using such Confidential Information for any purpose other than the parties'
7 contemplated transaction and from disclosing such Confidential Information to any
8 third parties.

9 256. Pursuant to the March 2, 2023 Consent Letter, LyricFind agreed to
10 provide some of its Confidential Information to TPG-owned Musixmatch provided
11 that Musixmatch would be defined as a "Representative" of TPG under the terms of
12 the NDA and Musixmatch would thus be bound by the terms and conditions of the
13 NDA.

14 257. LyricFind has performed all of its obligations under the NDA.

15 258. As set forth above, TPG and Musixmatch (as a Representative of TPG)
16 materially breached their obligations pursuant to the NDA by disclosing LyricFind's
17 Confidential Information to unauthorized third parties, including, but not limited to,
18 Spotify, and using LyricFind's Confidential Information for a purpose other than the
19 contemplated acquisition.

20 259. [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]

27 260. Yet, seeking to misuse and distort this confidential information to their
28 advantage—namely, to dissuade Spotify from doing business with LyricFind—

1 Defendants falsely informed Spotify and potentially other third parties that LyricFind
2 had purportedly violated international sanctions related to Russia and purportedly
3 concealed its business dealings from regulators. This was not only a clear breach of
4 the NDA, it also was false: Defendants grossly and knowingly misrepresented the
5 confidential information that they leaked about LyricFind to try to harm LyricFind's
6 competitive position.

7 261. As a direct and proximate result of Defendants' breach of contract,
8 LyricFind has been damaged in an amount to be determined at trial, but in no event
9 less than \$75,000, plus prejudgment interest thereon. LyricFind's damages include
10 tens-of-thousands of dollars in outside legal fees that LyricFind paid to investigate
11 and attempt to mitigate Defendants' breach shortly after it occurred, separate and
12 apart from any legal work associated with this litigation.

13 262. LyricFind's damages also include the substantial employee time and
14 resources it was forced to urgently expend to try to investigate and mitigate
15 Defendants' breach, including extensive work by personnel and contractors who
16 otherwise would have devoted their efforts to productive, revenue-generating
17 activities for LyricFind.

18 263. Also, as a direct result of Defendants' breach, LyricFind has suffered
19 damages in the form of lost business goodwill and reputational harm. While
20 LyricFind's negotiations with Spotify eventually continued, after a period of delay,
21 following the breach, the confidential information that Defendants leaked and
22 misrepresented about LyricFind remains in circulation, continues to cast false doubts
23 on LyricFind's business, and is susceptible to further dissemination within the
24 industry.

25 264. Furthermore, Paragraph 10 of the NDA, titled "Specific Performance,"
26 states, "[b]ecause of the unique nature of the Confidential Information any breach of
27 this Agreement may cause [LyricFind] irreparable harm for which money damages
28 may not be adequate to compensate." Thus, Defendants agreed that LyricFind "shall

1 be entitled to seek equitable relief, including without limitation, injunctive relief and
 2 specific performance, as a remedy for any such breach” and that such relief “shall be
 3 in addition to, and not in lieu of, all other remedies.”

4 265. Pursuant to Paragraph 10 of the NDA, in addition to damages, LyricFind
 5 seeks injunctive relief and specific performance as a remedy for Defendants’ breach
 6 of contract, including but not limited to a Court order requiring Defendants to cease
 7 any further use or dissemination of LyricFind’s Confidential Information.

8 **PRAYER FOR RELIEF**

9
 10 266. WHEREFORE, LyricFind respectfully requests the following relief
 11 from this Court:

- 12 • Awarding LyricFind money damages, trebled pursuant to law;
- 13 • Awarding LyricFind punitive damages;
- 14 • Awarding LyricFind the costs of the lawsuit, including
 15 reasonable attorneys’ fees and court costs;
- 16 • Awarding appropriate injunctive relief, as the Court deems just
 17 and proper, to prevent and remedy Defendants’ wrongful
 18 conduct;
- 19 • Disgorgement in the amount gained by Defendants due to
 20 Defendants’ violation of the law;
- 21 • Declaring Defendants’ conduct unlawful, improper, and in
 22 violation of the above-referenced laws; and
- 23 • Ordering such other and further relief as the Court may deem
 24 just, proper, and equitable.

JURY TRIAL DEMAND

LyricFind hereby demands trial by jury on all issues so triable under Rule 38 of the Federal Rules of Civil Procedure.

Dated: September 30, 2025

By: /s/ David C. Brownstein

David C. Brownstein

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